

TENDER NO. 170C/2024/25		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM - 515	Approved by Branch Manager: 15/07/2024	Version: 5.4	Page 1 of 153

CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

THE TENDER

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 39** of this document
- Table 1: Tender Preference Claim Form is on **page 150** of this document.

ISSUED BY: DIRECTOR:ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION CITY OF CAPE TOWN BLOEMHOF ELECTRICITY HEAD OFFICE BLOEMHOF COMPLEX BLOEMHOF ROAD BELLVILLE 7530		For official use. TENDER SERIAL No.: SIGNATURES OF CITY OFFICIALS AT TENDER OPENING 1. 2. 3.
---	--	--

OCTOBER 2013

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

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

General Tender Information

TENDER ADVERTISED	:	07 February 2025
CLARIFICATION MEETING	:	10h00 on 19 February 2025 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Philippi Substation Corner of Lansburg Road and Greenturf Road, Hanover Park, Cape Town.
CLOSING DATE	:	11 March 2025
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	Tender Box 203 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

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

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

Contents			
Number	Heading	Colour	Page No
THE TENDER			
Part T1: Tendering procedures			
T1.1	Tender Notice and Invitation to Tender	White	2 to 3
T1.2	Tender Data	Pink	4 to 34
THE CONTRACT			
Part C1: Agreements and Contract Data			
C1.1	Form of Offer and Acceptance	Yellow	39 to 42
C1.2	Contract Data (data provided by the Employer)	Yellow	43 to 52
C1.2	Contract Data (data provided by the Supplier)	Yellow	53
C1.3	Occupational Health and Safety Agreement	White	54
C1.4	Insurance Broker's Warranty	White	55
Part C2: Pricing data			
C2.1	Pricing Assumptions	Yellow	57 to 59
C2.2	Activity Schedule (please see clause C.2.13.3)_	Yellow	60 to 64
Part C3: Scope of Work			
C3.1	Scope of Work	Blue	66 to 86
C3.2	Annexes	Blue	87 to 92
Part C4: Site information			
C4.1	Site Information	Green	93
Part C5: Returnable documents			
C5.1	List of Returnable Documents	Yellow	96
C5.2	Returnable Schedules (please see clause C.2.13.3)_	Yellow	98 to 153

Part T1: Tendering procedures

Pages

T1.1	Tender Notice and Invitation to Tender	2 - 3
T1.2	Tender Data	4 - 34

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, ENERGY DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION DEPARTMENT, invites tenders for Tender No. 170C/2024/25 PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS.

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

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

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 –15:00 from 07 **February 2025**.

A non-refundable tender fee of R250.00 payable by cash or Electronic Funds Transfer (EFT) in favour of the City of Cape Town is required on collection of the tender documents.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at via email Popia@capetown.gov.za. Additional contact details are provided in clause C.1.6.5.6 of the Tender Data.

Queries relating to any issues in these documents may be addressed to Sinethemba Madikizela, e-mail SCM.Tenders21@capetown.gov.za and TSD.Energy@capetown.gov.za.

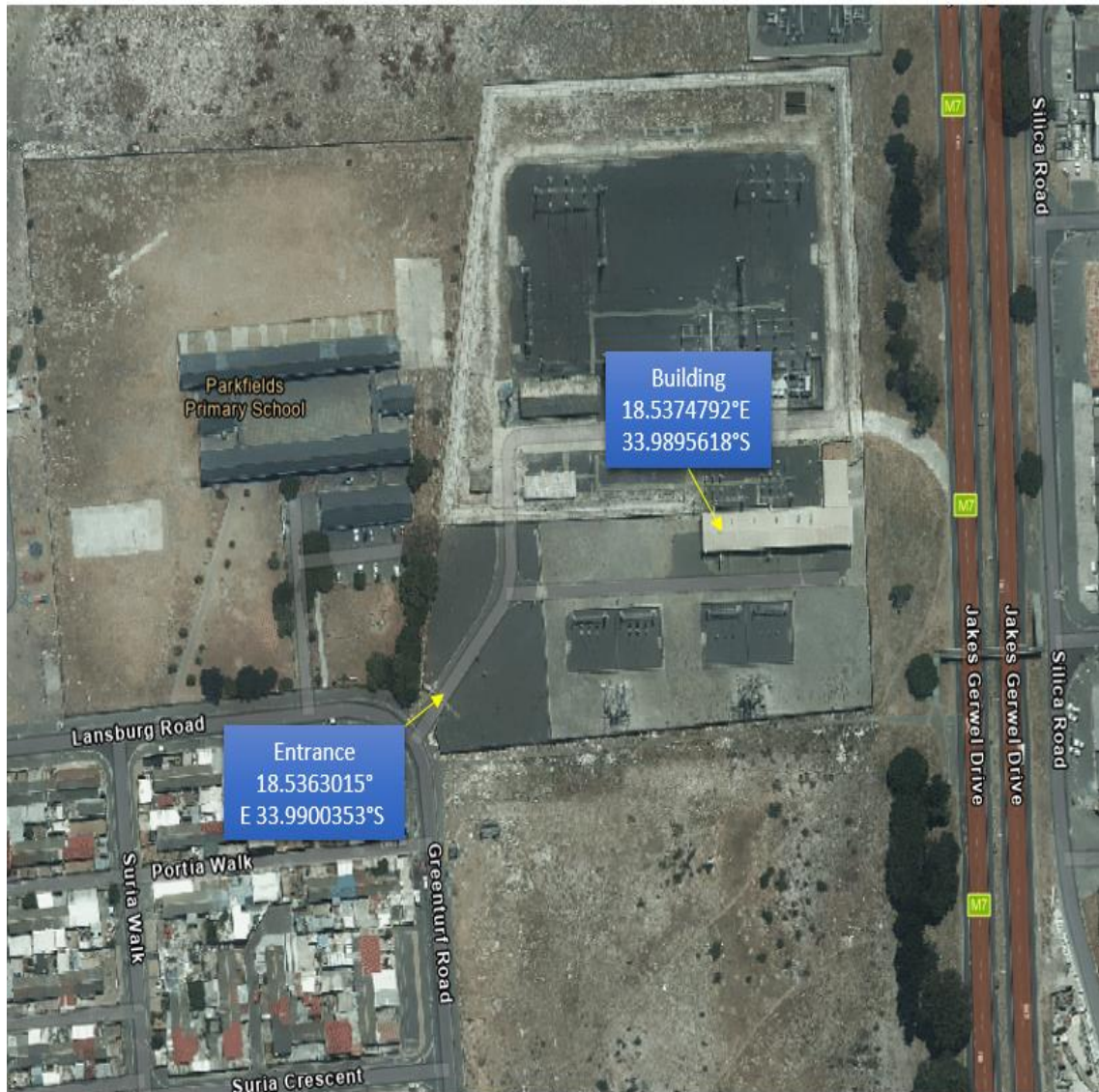
A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **19 February 2025 at 10h00** at the Philippi Substation, Corner of Lansburg Road and Greenturf Road, Hanover Park, Cape Town.

The closing time for receipt of tenders is **10h00** on **11 March 2025**.

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

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

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



CITY OF CAPE TOWN

DIRECTORATE

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

T1.2 Tender Data

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

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

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

Clause Number	Tender Data
---------------	-------------

C.1	General
------------	----------------

C.1.1	Actions
-------	---------

C.1.1.1	Add the following:
---------	--------------------

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract Please refer to this document contained on the Employer's website.

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

The Employer is the City of Cape Town ("City" or "CCT"), represented by the Director: ENERGY DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION DEPARTMENT.

C.1.2	Tender Documents
-------	-------------------------

Add the following:

The documents issued by the employer for the purpose of this tender, is described in the **Contents** page preceding **Part T1: Tendering Procedures** of this document.

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

VOLUME 1 The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.

VOLUME 2 The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015** as gazetted in Government Gazette No. 39480, 4 December 2015.

and

The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project**

and Construction Management Profession Act, 2000 (Act No. 48 of 2000), Board Notice 202 of 2011.

and

The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of Section 19(2) of The Architectural Profession Act, 2000 (Act No. 44 of 2000) and Annual Update of the Professional Fees Guideline Issued in terms of section 34(2) of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notices 121 and 122 of 2015.**

and

The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of Section 18 of the Quantity Surveying Professions Act, 2000 (Act No. 49 of 2000), Board Notice 170 of 2015**

and

The City of Cape Town's **JBCC Building: SCM 512**, latest version, obtainable on request from the Employer.

The standard forms of contract and the applicable reference standards may also be reviewed, by appointment, at the offices of the Employer during normal office hours.

- C1.2.1 The employer will only issue tender documents through its Tender Distribution Office as described on **T1.1 Tender Notice and Invitation to Tender**. Bidders who obtain documents through any means other than described herein, will not be known to the employer and may thus not receive tender notices and addendums.

It is the responsibility of bidders who obtain documents through any means other than described herein to notify the employer in accordance with C1.4 of these tender conditions that they are participating in the tender. The employer accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein.

- C1.1.4 **Communication and employer's agent**

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

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

The Employer's contact details are:

Name: Sinethemba Madikizela (SPO Supply Chain).

Address: Bloemhof Electricity Head Office

Bloemhof Road

BELLVILLE

7530

Tel: 021 444 6398

E-mail: TSD.Energy@capetown.gov.za and SCM.Tenders21@capetown.gov.za

- C1.1.5 **Cancellation and Re-Invitation of Tenders**

Delete the full stop at the end of C.1.5.1 dd) and replace with ,

Add the following after C.1.5.1 d):

- e) the parties are unable to negotiate market related pricing.

- C1.1.6.2 **Competitive negotiation procedure**

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

- C1.1.6.3 **Proposal procedure using the two-stage system**

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

- C1.1.6.4 **Nomination of Standby Supplier**

Standby Supplier means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included its SCM Policy.

- C.1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- C.1.6.5.1 **Disputes, objections, complaints and queries**
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- C.1.6.5.2 **Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
 - b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
 - c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za
- C.1.6.5.5 All requests referring to clause C.1.6.4.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za
- C.1.6.5.6 **The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**
For purposes of the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.
- The Employer, its employees, representatives and sub-contractors may, from time to time, process the tenderer's and/or its employees', representatives' and/or sub-contractors' personal information, for purposes of, and/or relating to, the tender, the contract and these conditions of tender, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the processing of the latter personal information by the Employer's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The Employer's justification for the processing of such aforesaid personal information is based on section 11(1)(b) of POPIA, i.e., in terms of which the Employer's processing of the said personal information is necessary to carry out

actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

C.1.6.5.7 Compliance to the City's Appeals Policy.

In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as annexure 'B' (see Schedule 26). Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25% (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the City, the fee or surcharge may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

C.1.7 City of Cape Town Supplier Database Registration

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

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

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL aspect with the tender conditions, specifications, pricing instructions and contract conditions.

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

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

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

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

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

C.2.1.4.2 **Key personnel**

In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled **Key Personnel**, Part C5.2: Returnable Schedules.

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

Service	Competency	Minimum Number of Professionals
Structural Engineering Service	A <u>registered professional Structural Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring of structural works pertaining to reinforced concrete structures incl. waterproofing of the substructure. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Civil Engineering Services	A <u>registered professional Civil Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring of civil works for roadways, stormwater and building services <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Geotechnical Engineering Services	A <u>registered professional Geotechnical Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken geotechnical investigation, logging of test pits, foundation and retaining wall design and control and monitoring of geotechnical works. The Lead Geotechnical Engineer's first degree shall be in Engineering <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Electrical Engineering Services	A <u>registered professional Electrical Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring of all electrical works related to building services. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
	A <u>registered professional Electrical Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, and monitoring of HV substation earthing design. <i>(Refer to Functionality Criteria for Experience requirement)</i>	1 Could be same person as building services electrical engineer
Mechanical Engineering Services	A <u>registered professional Mechanical Engineer/Technologist</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring duties/ functions of all works related to mechanical engineering building services. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Quantity Surveying Services	A <u>registered professional Quantity Surveyor (Senior/Lead)</u> (PrQS) who has undertaken quantity surveying duties/ functions of all works related to all types of building construction work. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Architectural Services	A <u>registered professional Architect (Senior/Lead)</u> Pr.Arch or Professional Architectural Technologist who has undertaken architecture duties/ functions of all works related to all types of reinforced concrete building construction work. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Project Management (PM) Services	A <u>professional registered with a professional Council</u> , i.e. ECSA, SACAP, SACPCMP or SACQSP who has undertaken project management duties/ functions of all works related to all types of construction work. The professional can be any of the above key personnel. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be Structural/ Civil/ Geotechnical/ Electrical/ Mechanical Eng or QS/Architect as well, but may not be the same as the Principal Agent.
Principal Agent	A <u>professional registered with a professional Council</u> Either ECSA, SACAP, SACPCMP or SACQSP who has undertaken the Principal Agent duties/ functions in administrating the JBCC Conditions of Contract. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be Structural Civil/ Geotechnical/ Electrical/ Mechanical Eng or QS/Architect as well, but may not be the same as the PM.

Service	Competency	Minimum Number of Professionals
Occupational Health and Safety Services	An Occupational Health and Safety Practitioner registered with SACPCMP or other body approved by the Department of Labour with the necessary competencies and resources to act as Client's Agent in terms of the Occupational Health and Safety Act <i>(For Experience requirement refer to Functionality Criteria)</i>	1

Key personnel who must be registered with their professional Councils, i.e. ECSA, SACAP, SACLAP, SACPCMP and SACQSP are as indicated above. The professional registration numbers of the key personnel must be indicated on the schedule titled **Key Personnel**, Part C5.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

Key personnel will be expected to operate out of a local office, as the exigencies of the project require.

C.2.1.4.3 **Support resources**

The tenderer under this contract is required to have access to the following software packages. These software packages can either be currently owned/licensed by the tenderer, or are available through other means.

- 1) Earthing Designs and Analysis software – The Electrical Engineer for earthing designs must have access and be competent with the specific software packages offered. The earthing designs and analysis software package shall be capable of calculating safety limits in accordance to IEC / IEEE safety standards.

Details of the software packages that will be used must be indicated on the schedule titled Support Resources, Part T2.2: Returnable Schedules.

C.2.1.4.4 **Professional indemnity insurance**

In order to be declared responsive, the tenderer must have the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than:

- a) Structural Engineer – R40 000 000.00
- b) All other disciplines – R20 000 000.00 each.

Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the schedule titled **Professional Indemnity Insurance**.

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

C.2.1.4.5 **Track record of tenderer**

In order to be declared responsive, the tenderer must have successfully completed at least;

- Three (3) designs and construction work projects of buildings equal and above 6GB CIDB grading consisting of reinforce concrete structures with brick wall infills in the past 8 years. Details of projects to be listed on Schedule 11.
- One (1) electrical earth grid design for either an indoor or outdoor type high voltage substation (> 33 kV) in the past 5 years. Details of completed projects must be listed on Schedule 11.

Where the entity tendering is a joint venture this requirement will apply to the partner that will undertake the analysis, design, control and monitoring of HV substation earthing design.

C.2.1.4.6 Minimum score for quality

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

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

Description of Functionality Criteria	Position/ Resource	Maximum Points per Criteria		Maximum Possible Score A+ B
		Years' Experience (A)	Number of Projects (B)	
Experience of the key staff in relation to the scope of work	Senior / Lead Structural Engineer/Technologist (Pr.Eng / PrTech Eng)	5	10	15
	Senior / Lead Civil Engineer/Technologist (Pr.Eng / PrTech Eng)	5	5	10
	Senior / Lead Geotechnical Engineer/Technologist (Pr.Eng / PrTech Eng)	5	5	10
	Senior / Lead Electrical Engineer/Technologist (Pr.Eng / PrTech Eng) (electrical works related to building services)	5	5	10
	Senior / Lead Electrical Engineer/Technologist (Pr.Eng / PrTech Eng) (substation earth grid design services)	5	5	10
	Mechanical Engineer/Technologist (Pr.Eng / PrTech Eng)	5	5	10
	Senior / Lead Quantity Surveying (PrQS)	5	5	10
	Senior / Lead Architectural (Pr.Arch)	5	5	10
	Project Manager (PM) ECSA, SACAP, SACPCMP or SACQSP	5	5	10
	Principal Agent ECSA, SACAP, SACPCMP or SACQSP	5	10	15
	Occupational Health and Safety Agent SACPCMP or other body approved by the Dep of Labour	5	5	10

The minimum qualifying score for functionality is **72** out of a maximum of **120 (60%)**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Where the entity tendering is a Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 1 - Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums, Volume 2: Returnable Schedules).

to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

Experience of key staff:

Points will be awarded for the experience of key staff in accordance with the table below. Each position will be scored in terms of (a) Years' Experience, and (b) Number of Projects of similar scope.

As example, the position of "Civil Engineer" can score a maximum of 10 points made up of (a) 5 points if he/she has more than 10 years' experience, and (b) if he/she has completed more than 10 projects of similar scope.

Position	Criteria	
	Years' Experience – Post Registration (A)	Number of new multi-storey Reinforced Concrete Building Projects of Similar Scope (B)
Senior / Lead Structural Engineer/Technologist (Pr.Eng / PrTechEng) (Max = 15 points) Analysis, design and monitoring of structural works for reinforced concrete structures (including extensions to existing reinforced concrete buildings) & waterproofing of the substructure	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
		Number of Projects for Alteration/ Extension of Reinforced Concrete Buildings
		• 0 projects = 0 points • 1 projects = 1 points • 2 projects = 2 points • 3 projects = 3 points • 4 projects = 4 points • > 4 projects = 5 points
Senior / Lead Civil Engineer/Technologist (Pr.Eng / PrTechEng) (Max = 10 points) Analysis, design, control and monitoring of civil works for roadways, stormwater and building services	Years' Experience – Post Registration (A) • Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	Number of Projects of Similar Scope (B) • 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points

	Years' Experience – Post Registration (A)	Number of Projects of Similar Scope (B)
Senior / Lead Geotechnical Engineer/Technologist (Pr.Eng / PrTechEng) (Max = 10 points) Geotechnical investigation, foundation and retaining wall design	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
	Years' Experience – Post Registration (A)	Number of Projects of Similar Scope (B)
Senior / Lead Electrical Engineer/Technologist – Building Services (Pr.Eng / PrTechEng) (Max = 10 points) Analysis, design, control and monitoring of all electrical works related to building services	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
	Years' Experience – Post Qualification (A)	Number of Projects of Similar Scope (B)
Senior / Lead Electrical Engineer/Technologist – Substation Earth design (Pr.Eng / PrTechEng) (Max = 10 points) Analysis, design, control and monitoring of building and substation earthing design	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • >10 projects = 5 points
	Years' Experience – Post Registration (A)	Number of Projects of Similar Scope (B)
Mechanical Engineer/Technologist (Pr.Eng / PrTechEng) (Max = 10 points) Analysis, design, control and monitoring of all works related to mechanical engineering building services	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
	Years' Experience – Registration (A)	Number of Projects of Similar Scope (B)
Senior / Lead Quantity Surveying (PrQS) (Max = 10 points) Quantity surveying of all works related to all types of building construction work	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points

Senior / Lead Architectural (Pr.Arch) (Max = 10 points) Architecture of all works related to all types of reinforced concrete building construction work	Years' Experience – Registration (A)	Number of Projects of Similar Scope (B)
	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years <u>(post Reg)</u> = 2 • Equal & more than 5 ; less than 7 years <u>(post Reg)</u> = 3 • Equal & more than 7 ; less than 10 years <u>(post Reg)</u> = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
Project Management ECSA, SACAP, SACPCMP or SACQSP (Max = 10 points) Management of all works related to all types of construction work. The professional can be any of the above key personnel.	Years' Experience – Post Registration (A)	Number of Projects of Similar Scope (B)
	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years <u>(post Reg)</u> = 2 • Equal & more than 5 ; less than 7 years <u>(post Reg)</u> = 3 • Equal & more than 7 ; less than 10 years <u>(post Reg)</u> = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
Principal Agent ECSA, SACAP, SACPCMP or SACQSP (Max = 15 points) Administrating the JBCC Conditions of Contract.	Years' Experience – Post Registration (A)	Number of Projects of Similar Scope (B)
	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years <u>(post Reg)</u> = 2 • Equal & more than 5 ; less than 7 years <u>(post Reg)</u> = 3 • Equal & more than 7 ; less than 10 years <u>(post Reg)</u> = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points
		Number of Projects for Alteration/ Extension of Reinforced Concrete Buildings • 0 projects = 0 points • 1 projects = 1 points • 2 projects = 2 points • 3 projects = 3 points • 4 projects = 4 points • > 4 projects = 5 points

Occupational Health and Safety Officer SACPCMP or other Department of Labour (Max = 10 points) Act as Client's Agent in terms of the Occupational Health and Safety Act	Years' Experience – Post Qualification (A)	Number of Projects of Similar Scope (B)
	• Less than 2 years <u>post Registration</u> = 0 • Equal & more than 2 ; less than 5 years (<u>post Reg</u>) = 2 • Equal & more than 5 ; less than 7 years (<u>post Reg</u>) = 3 • Equal & more than 7 ; less than 10 years (<u>post Reg</u>) = 4 • Equal & more than 10 years <u>post Registration</u> = 5	• 0 - 2 projects = 0 points • 3 - 4 projects = 1 points • 5 - 6 projects = 2 points • 7 - 8 projects = 3 points • 9 - 10 projects = 4 points • > 10 projects = 5 points

Different individuals shall be identified for each of the key personnel listed, except that the Project Manager (PM) and Principal Agent (PA) can also fulfil one of the other key personnel roles where meeting the requirements

Details of the key personnel shall be completed on **Schedule 12: Key Personnel** in the prescribed format.

C.2.1.4.6 **Compulsory clarification meeting**

NOT Applicable to this tender

C.2.7 **Clarification meeting**

Add the following after the second sentence:

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

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

C.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

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

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

C.2.11 **Alterations to documents**

Delete the first sentence and replace with the following:

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

C.2.12 **Alternative tender offers**

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

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate

sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

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

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

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

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

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

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

C.2.13 Submitting a tender offer

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

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.5 *Delete the clause and replace with the following*

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed.

Add the following sub-clause after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

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

including, in circumstances where the tender had already been awarded, the right to cancel the contract.

- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:

- C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

Delete the clause and replace with the following:

- C.2.16.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the BAC for noting.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 Provide other material

Delete the following word in C.2.18.1:

- C.2.18.1 notarized

Add the following to C.2.18.1 at the end of the first paragraph:

- C.2.18.1 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

Add the following after C.2.18.2:

- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider or internal official(s) appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

C.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to the schedule titled **Health and Safety Plan** in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

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

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

C.2.23.2 **Preference Points for Specific Goals**

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

Add the follow new clause after C.2.23.2

C.2.24 **Deviations and Qualifications**

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

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

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

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. The issuing of addenda is subject to C1.2.1.

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

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

C.3.4 Opening of tender submissions

Delete C.3.4.2 and replace with the following:

Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where possible, the amount of the bid and the preference indicated.

C.3.8 Test for responsiveness

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

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

Add the following after clause C.3.8.2

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

C.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

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

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

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

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

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

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

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

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.

Preference points shall be based on the Specific Goal as per below:

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	- Proof of disability - Company Registration Certification	- Medical certificate/ South African Revenue Services disability registration - Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	B-BBEE status level of contributor;	- Specifically in line with the respective sector codes which the company operates, - South African National Accreditation System approved certificate or commissioned sworn affidavit

			• South African owned enterprises; • Financial Statement to determine annual turnover	• Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year)
	Total points	20		

**Ownership: main tendering entity*

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

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

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** which is included in C5.2 Returnable Schedules.

C.3.11.4 **Risk Analysis**
Notwithstanding compliance the requirements of the tender, the employer will perform a risk analysis in respect of the following:

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

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

C.3.13 **Acceptance of tender offer**
Delete first sentence of C.3.13 and replace with the following):
Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

Delete C.3.13 a) and replace with the following):
a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

Add the following below C.3.13 f)
If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

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

- reports of poor governance or unethical behaviour, or both;
- association with known notorious individuals and family of notorious individuals;
- poor performance issues, known to the City;
- negative media reports, including negative social media reports;
- adverse assurance (e.g. due diligence) report outcomes;
- where the contractor has been restricted from doing business with the Employer; and

- g) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.
- C.3.13.2 The Employer reserves the right to nominate a standby supplier at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included in its SCM Policy.
- C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. The successful bidder shall, in addition, be advised of the 21-day appeal period, and be notified that no rights accrue to him/her until the bid is formally accepted in writing.
- C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
- C.3.17 **Provide copies of the contract**
Add the following after the first sentence:
 The number of paper copies of the signed contract to be provided by the Employer is one.
- C.3.19 *Add the following after C.3.19*
 C.3.20 **Negotiations with preferred tenderers**
 The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
- a) does not allow any preferred tenderer a second or unfair opportunity;
 - b) is not to the detriment of any other tenderer; and
 - c) does not lead to a higher price than the tender as submitted.
- If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.
- Minutes of any such negotiations shall be kept for record purposes.
- The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.
- In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

Annex C (normative) Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

CONTRACT NO. 170C/2024/25



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515

Approved by Branch Manager: 15/07/2024

Version: 5.4

Page 35 of 153

CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

THE CONTRACT

ISSUED BY:

**DIRECTOR: ENERGY - ELECTRICITY
GENERATION AND DISTRIBUTION**

CITY OF CAPE TOWN
BLOEMHOF ELECTRICITY HEAD OFFICE
BLOEMHOF COMPLEX
BLOEMHOF ROAD
BELLVILLE
7530

For official use.

TENDER SERIAL No.:

**SIGNATURES OF CITY OFFICIALS AT
TENDER OPENING**

1.

2.

3.

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

Making progress possible. Together.

Part C1: Agreements and Contract Data

	Pages
Memorandum of Agreement.....	37 – 38
C1.1 Form of Offer and Acceptance	39 – 42
C1.2 Contract Data (data provided by the Employer)	43 – 52
C1.2 Contract Data (provided by contractor)	53
C1.3 Occupational Health and Safety Agreement	54
C1.4 Insurance Broker's Warranty	55

MEMORANDUM OF AGREEMENT

FOR

PROJECT TITLE

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

CONTRACTOR	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Contractor” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE CONTRACTOR	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES” AND INDIVIDUALLY A “PARTY”)

Preamble

WHEREAS the City of Cape Town is desirous to award this Tender to the successful Contractor;

AND WHEREAS the City of Cape Town will consider and evaluate the offer made by the Tenderer/Contractor;

AND WHEREAS the Parties agree that this Contract is subject to the terms and conditions as contained in the final award of the City's Bid Adjudication Committee (BAC);

AND WHEREAS the Tenderer/Contractor agrees that the terms and conditions of the award will become binding upon communication of the award made by the BAC, upon the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act and the furnishing of a duly counter signed contract by the City to the Contractor reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract contains the following:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015),
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Contractor
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO. 170C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

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 authorized, signing this part of this form of offer and acceptance, 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 TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand
..... (in words);
R(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Contractor	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

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

Acceptance

By signing this part of this form of offer and acceptance, the City of Cape Town accepts the tenderer's (now Contractor's) offer. In consideration thereof, the City of Cape Town shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the City of Cape Town and the contractor upon the terms and conditions contained in this document.

The terms of the contract are contained in:

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

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

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

The contractor shall within two weeks after receiving a completed copy of the contract, including the schedule of deviations (if any), contact the City of Cape Town to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of the contract.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the contractor and confirms receipt from the City of Cape Town of one complete, signed copy of this contract containing price schedule as awarded by the BAC, including the schedule of deviations (if any).

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

Schedule of Deviations

Notes:

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

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

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

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

TENDER 170C/2024/25PROVISION OF PROFESSIONAL SERVICES IN
RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF
PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION
WORKS

(TO BE FILLED IN BY THE CONTRACTOR)

Confirmation of Receipt

The contractor identified in the offer part of the Contract hereby confirms receipt from the City of Cape Town (identified in the acceptance part) of 1 (one) complete, signed copy of the Contract containing price schedule as awarded by the BAC, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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

- (a) The service provider shall respond to any query and/or request by the Employer within 2 days or at least acknowledge receipt of communication and advise expected date for required input.
- (b) Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider shall ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

The current proposed timeframes are as follows:

Description	Philippi Substation building works
Start date (appointment)	From date of commencement
Design complete	3 months after date of commencement
Tender document and BOQ complete	6 months after date of commencement
Tender Issue	7 months after date of commencement
Construction commence	14 months after date of commencement
Construction Complete	26 months after date of commencement

The anticipated contract period will be from date of commencement for 36 months, not exceeding 3 financial years.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS**

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

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

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

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

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

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

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

Add the following definition:

Intellectual Property

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

Contract
Part C1: Agreements and Contract Data
Reference No. 170C/2024/25

The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: Electricity Generation and Distribution Department: Energy Directorate.**

The address for receipt of communications is:

Telephone: (021) 444 8502
E-mail: electricity@capetown.gov.za
Postal Address: Bloemhof Electricity Head Office
Bloemhof Complex
Bloemhof Road
Bellville
7530
Physical Address: Bloemhof Electricity Head Office
Bloemhof Complex
Bloemhof Road
Bellville
7530

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:
hand delivered – on the working day of delivery
sent by registered mail – five (5) working days after mailing
sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the Philippi Switching Station (substation) situated within the City of Cape Town Municipal area. Key personnel will be expected to operate out of the local office which shall be established within one month of contract award, the office shall be located within the metropolitan area of the City of Cape Town

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

Replace the words "6 weeks" with "21 days".

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with “Penalties and fines”

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

0,1 % (one tenth of one percent) of the final Contract price per day that is delayed.

The maximum penalty amount is as follows:

10 % (ten percent) of the final Contract Price

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

- a) The Tenderer shall have completed the schedule titled Price Basis for Imported Resources for all imported resources intended to be subject to variations in rates of exchange, subject to the following:

- I. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - II. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - III. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - IV. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources**.
 - c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
 - d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
 - e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

- a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled Price Basis for Imported Resources and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 3.18 Protection of Personal Information Act of 2013

- 3.18.1 By submitting a tender to the Employer, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Contractor thereby acknowledges and unconditionally agrees:

- 3.18.2 that the Contractor has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the Employer's reporting purposes;
- 3.18.3 to the collection and processing of the Contractor's personal information by the Employer and agrees to make available to the Employer, all information reasonably required by the Employer for the above purposes;
- 3.18.4 that the personal information the Employer collects from the Contractor or about the Contractor may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 3.18.5 that, the Contractor indemnifies the Employer and its officials, employees, and directors and undertakes to keep the Employer and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the Employer (including the costs incurred in defending or contesting any such claim) in relation to the Contractor or the Contractor's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the Employer's failure to obtain the Contractor's consent or to notify the Contractor of the reason for the processing of the Contractor's personal information;
- 3.18.6 to the disclosure of the Contractor's personal information by the Employer to any third party, where the Employer has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 3.18.7 that, under POPIA, the Contractor may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the Employer in relation to you, subject to applicable law; and
- 3.18.8 that under POPIA, subject to applicable law, the Contractor also has the right to be notified of a personal information breach and the right to object to, or restrict, the Employer's processing of its personal information.
- 3.18.9 All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

Clause 4.7:

Add the following:

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

Add the following clause after Clause 4.7:

Clause 4.8 Performance Monitoring

As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less R20 000 000, per discipline other than the structural service provider which will have R40 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.

- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-

- transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- (i) reports of poor governance and/or unethical behaviour;
 - (ii) association with known notorious individuals and family of notorious individuals;
 - (iii) poor performance issues, known to the Employer;
 - (iv) negative social media reports;
 - (v) adverse assurance (e.g. due diligence) report outcomes;
 - (vi) where the contractor has been restricted from doing business with the Employer; or
 - (vii) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.;

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

at any time, terminate the Contract by giving written notice to the Supplier; or

- a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated..

Clause 9:

Delete the clause and replace with the following:

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

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the **Association of Arbitrators (Southern Africa)**.

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the **Association of Arbitrators (Southern Africa)**.

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:

.....

Physical Address:.....

.....

Telephone:

Facsimile:

Email:.....

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

Name:

The address for receipt of communication is:

Address:.....

.....

Telephone:

Facsimile:

Email:.....

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C1.3 Occupational Health and Safety Agreement

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

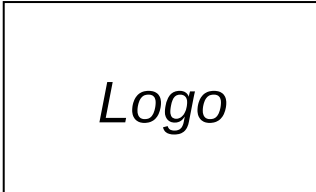
DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 170C/2024/25

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF OF THE DESIGN
AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND
ALTERATION WORKS
...

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions.....	57 – 59
C2.2 Activity Schedule.....	60 – 64

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C2.1 Pricing Assumptions

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

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

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums and prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
6. The tenderer shall include fixed quantities in the Activity Schedule for the scope of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
8. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications). A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate

9. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer. Level 3 construction monitoring will only be required upon written instruction by the Employer.
10. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R300 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R300 000,00 (including VAT) in value, the Service Provider shall follow an open competitive tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
11. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
12. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 5.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
15. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
16. The geotechnical investigation shall be priced even if sub-consulted. The cost of the stipulated investigation must be included in the fee tendered for this aspect of the project (See Activity Schedule rates 6.1- 6.5). No additional geotechnical services shall be undertaken without the approval of the Employer (See Activity Schedule rate 11.4).
17. In terms of the provision of the Scope of Works, the Service Provider shall cover the cost of all general risks, liabilities, and obligations set forth, which includes Site Security Measures for any onsite activity by the Team or its members. The Service Provider shall in connection with the Works provide and maintain at his own cost all, guards, fencing, watching and other appropriate security measures when and where necessary or required. All charges in respect Site Security services, shall be included in the tendered basic fee for normal services.
18. All charges in respect of attendance at meetings, travelling expenses, level 1 and level 2 construction monitoring and the provision of secretarial services, shall be included in the tendered basic fee for normal

services.

19. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
20. Clause C.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

21. The Activity Schedule contains only brief descriptions to identify the salient items required and the Tenderer is referred to the Scope of Work and Part C4 of the typical drawings for the full requirements.
22. Unless otherwise stated, items are measured net in accordance with the typical drawings.

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C2.2 Activity Schedule

ITEM 1 - NORMAL SERVICES (SERVICES BASED ON PHILIPPI BUILDING EXTENSION AND
ALTERATIONS WORKS DESIGN – REFER TO C3.1 SCOPE OF WORK AND C4 TYPICAL DRAWINGS)

1	PROJECT MANAGEMENT	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
1.1	Project Manager: Hourly rate.	hr			
2	PRINCIPAL AGENT	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
2.1	Principal agent: Hourly rate.	hr			
3	ARCHITECTURAL SERVICES	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
3.1	Partners & Equity Holders: Specialist	hr			
3.2	>10 years' experience	hr			
3.3	<10 years' experience	hr			
3.4	Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project	hr			
3.5	Staff performing work of an architectural nature under direction and control	hr			
3.6	Architectural draughtsperson (registered with SACAP) for building plans submission	hr			
4	QUANTITY SURVEYING SERVICES	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
4.1	Partner	hr			
4.2	Registered Professional	hr			
4.3	Salaried Professional	hr			
5	CIVIL ENGINEERING SERVICE	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
5.1	Category A	hr			
5.2	Category B (Lead / Senior)	hr			
5.3	Category C	hr			
5.4	Category D	hr			
6	GEOTECHNICAL ENGINEERING SERVICE	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
6.1	Category A	hr			
6.2	Category B (Lead / Senior)	hr			
6.3	Category C	hr			
6.4	Category D	hr			

6.5	Provision of Onsite Geotechnical Testing Resources and Equipment				
6.5.1	Direct Cost for TLB/Excavator and Laboratory tests	Lot		1	
6.5.2	Direct cost for hand excavation and using hand auger next to existing services	Lot		1	
7	STRUCTURAL ENGINEERING SERVICE	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
7.1	Category A	hr			
7.2	Category B (Lead / Senior)	hr			
7.3	Category C	hr			
7.4	Category D	hr			
8	ELECTRICAL and MECHANICAL ENGINEERING SERVICES	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
8.1	Additional services: Hourly rate.	hr			
8.2	Category A	hr			
8.3	Category B (Lead / Senior)	hr			
8.4	Category C	hr			
8.5	Category D	hr			
9	CONSTRUCTION MONITORING				
9.1	NORMAL SERVICES (Level 1 and 2 construction monitoring for all services are included in the normal value based fee. Level 3 construction monitoring for services are to be priced. Level 3 will only be required on written instruction by the Employer.				
Item	Service	Fee			
		Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
9.1.1	Level 3 construction monitoring as described in the relevant board notices (on agreement and instruction of Employer)	Lot/we ek		12	
10	OCCUPATIONAL HEALTH and SAFETY PRACTITIONER				
10.1	NORMAL SERVICES				
Item	Service	Fee			
		Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
10.1.1	Basic risk assessment, compiling health & safety specification & approval of contractor health & safety plan	Lot		1	
10.1.2	Two site visits, one contract meeting per month & monthly report	Lot/month		12	
10.2	ADDITIONAL SERVICES	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
10.2.1	Additional services: Hourly rate.	R/hr		R/O	-----
11	REVISION TO DESIGN ONLY ON INSTRUCTION BY EMPLOYER – RE-MEASURABLE	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
11.1	Extra-over of redesign work required to amend building design for revisions between the Base size as set out in tender document, and the final approved dimensions once switchgear tender dimensions are finalised. Base size = Building area of 280m² This is to include the additional cost of all disciplines where the design affects the service already provided	Lump sum Variation in volume 0 -15%		1	
11.2	Extra-over of redesign work required to amend building design for revisions between	Lump Sum Variation in		R/O	-----

	the Base size as set out in tender document, and the final approved dimensions once switchgear tender dimensions are finalised. Base size = Building area of 280m² This is to include the additional cost of all disciplines where the design affects the service already provided	volume 16% - 25%			
11.3	Allowance for additional Geotechnical Investigation requirements PROVISIONAL SUM – Site Work	COST	50 000	1	50 000
11.4	Mark-up on Actual Cost on 11.3	%		R/O	-----
11.5	Procure and supervise additional Geotechnical investigation, update factual and interpretive report as per 11.3	hr		40	
11.6	Additional structural design due to variation in the expected soil conditions This is to include the additional cost all disciplines where the design affects the service already provided e.g. QS etc.	hr		40	
11.7	Attendance at Negotiation of Rates as per the Scope of Work.	hr		40	
11.8	Dispute Resolution	hr		40	
12	OTHER SERVICES	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
12.1	Land Surveyor	hr			
12.2	Environmental Consultant Service; ECO	month			
12.3	Municipal (BDM) Approval & Drawings	hr			
12.4	Town Planner; LUMS Issues	hr			
12.5	Specialist reinforce concrete works				
12.5.1	Scanning of rebar in existing substation floor slabs, columns and walls	m²		10	
12.5.2	Cut-out of existing reinforce concrete floor and walls for analysis and testing (only on approval by Employer)	m²		20	
12.6	Mark-up on any other services required by Employer where no provision was made in the Schedule of Rates (only to be used on instruction from Employer)	%		R/O	-----
13	DISBURSEMENTS	Unit	Unit Rate (R)	Estimated Quantity	Total Price (Excl. VAT) (R)
13.1	Printing & Copying A0 Drawings (B&W)	each		400	
13.2	Printing & Copying A0 Drawings (Colour)	each		400	
13.3	Printing & Copying A1 Drawings (B&W)	each		400	
13.4	Printing & Copying A1 Drawings (Colour)	each		400	
13.5	Printing & Copying A3 Sheets (B&W)	each		400	
13.6	Printing & Copying A3 Sheets (Colour)	each		400	
13.7	Printing & Copying A4 Sheets (B&W)	each		400	
13.8	Printing & Copying A4 Sheets (Colour)	each		400	
13.9	Printing & Binding of Reports	each		400	
13.10	USB disk 32GB	each		10	
ITEM 1: SUB-TOTAL (ITEMS 1 – 13) CARRIED FORWARD TO SUMMARY					

SUMMARY

SUB-TOTAL CARRIED OVER FROM ITEM 1	
B: CONTINGENCIES Allow the <u>sum of 10% (ten percent)</u> of the above Sub-total A for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required	
C: TOTAL INCLUDING CONTINGENCIES	
D: VALUE ADDED TAX ADD: VAT at the rate of 15% of C above	
E: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (C+D)	

DECLARATION (In respect of completeness of Tender)

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

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **170C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

Pages

C3.1 Scope of Work 66 – 86

C3.2 Annexes..... 87 – 91

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C3.1 Scope of Work

CONTENTS	PAGE
1. INTRODUCTION	66
2. BACKGROUND	67
3. EMPLOYER'S OBJECTIVE	67
4. DESCRIPTION OF THE SERVICES REQUIRED	67 - 72
5. EXTENT OF THE SERVICES	72 - 80
6. USE OF REASONABLE SKILL AND CARE	80
7. GENERAL	81
8. REFERENCE DATA	81
9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS	82
10. APPROVALS	82
11. PROCUREMENT	82
12. FORMAT OF COMMUNICATION	83
13. KEY PERSONNEL	83 - 84
14. MANAGEMENT MEETINGS	85
15. STANDARD OPERATION PROCEDURE FOR VARIATIONS	86
16. EMPLOYER'S RIGHT TO RECOVER COSTS	86

1. INTRODUCTION

In order to facilitate the reinforcement of the electricity supply to the Southern Peninsula metropole area of the City, the existing Philippi switching station has to be extended.

The existing Philippi switching station will be extended by $\pm 28\text{m}$ in length on the western side. The proposed building extension superstructure will consist of reinforced concrete columns and beams, face-brick infill panels, suspended floor and suitable roofing system and the substructure shall be a cable basement. Other services shall include, civil services, associated electrical and mechanical building services. The building height is estimated at 7m and will accommodate 132 kV switchgear and associated ancillary equipment.

The period of construction for the extension and alteration of switching station building is projected to be eleven (11) months at an estimated cost of R 28 000 000 (excluding VAT).

A professional Service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

The Professional Service required may be provided by a single firm with all the necessary competencies within the firm, a joint venture of Professional Service Providers or a team of Professional Service Providers. The Joint Venture or Team shall comply with the competencies required irrespective of the nature of the Joint Venture or Team and will be evaluated as a single entity.

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **170C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

Philippi switching substation is located in the Hanover Park suburb just off Jakes Gerwel Drive. The switching station is the primary supply point to the Southern Peninsula metropolitan area of the City of Cape Town. The existing building was constructed in 1978 and the primary structure consist of reinforce concrete columns and beams with face-brick infill panels. The existing building is 30m x 11m (L x W) and house a 16 panel 132 kV GIS board.

The City's network development plans necessitates the reinforced electricity supply to the area and thus the extension of the GIS board is required. In order to facilitate the extension of the GIS board, the existing building has to be extended accordingly. The building extensions will be to the western side of the exiting building and shall consist of reinforce concrete columns, beams, face brick infills and basement to match existing.

Philippi switching station is an active electricity substation, with existing, live underground cables and overhead lines. The Service Provider shall take the necessary precautions when performing any onsite activities within close proximity of these services. All ORHVS requirements shall be adhered to by the Service Provider and its subcontractors when visiting or performing work on site.

3. EMPLOYER'S OBJECTIVE

The employer's objective is to extend the existing Philippi Switching Station building. The extension building shall comply with all current and relevant codes and standards. The purpose of this tender is to procure professional service providers to implement the Employer's objective of extending the Philippi Switching Station building.

Details of Construction Works

The scope of construction works for the project is as follows:

1. **Extension and Alteration** of the existing Philippi switching station building to facilitate the extension of the GIS board, approximately 28m long, 11m width and 7m height (including 2m high cable basement)

The financial and duration details of the construction works is as follows:

1. The estimated period of construction is eleven (11) months.
2. The estimated values of the construction works is R 28 000 000 (including VAT)

4. DESCRIPTION OF THE SERVICES REQUIRED

4.1 Terms of Reference

The purpose of this contract is to procure/appoint the professional services provider (PSP) necessary to implement the Employers objective with respect to the extension of the Philippi switching station building.

The services to be provided in terms of this contract include, inter alia, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of the following as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence:

- a) *The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015***
- b) *The relevant sections as described in the Scope of Services of the **Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), Board Notice 168 of 2019.***
- c) *The relevant sections as described in the Scope of Services of the **Guideline Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board***

Notice 172 of 2021.

- d) *The relevant sections as described in the Scope of Services of the **Guideline Tariff of Professional Fees In Respect of Services Rendered by Persons Registered in terms of the Quantity Surveying Profession Act 2000 (Act No. 49 of 2000), Board Notice 170 Of 2015.***
- e) *The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 Of 2000), Board Notice 167 Of 2019.***

The professional team shall be led by the principal agent.

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities, the provision of construction monitoring service as specifically defined, rezoning of the property where required and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.

Should the Employer require a service for which no provision has been made in the Pricing Schedules and the Employer instructs the Service Provider to provide quotations for this, the quotations shall be on a cost plus a relevant mark-up as tendered in the Schedule of Rates.

4.2 Definite Work

The employer requires a team of Professional Service Providers to provide the architectural, civil, structural, geotechnical, electrical and mechanical building services, quantity surveying, principal agent for the Employer, Health & Safety Services, environmental assessment and compliance monitoring, and related services required for the PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

The employer will award this contract to a single contractor for the Professional Service required.

The work brief is based on the existing switching station building and City's standard substation building layout attached. The standard substation design shall be amended to suit the site plan attached particularly the control room and the roadworks.

Philippi Switching station building Extension and Alteration:

The tenderer, being a knowledgeable and competent professional, should be aware of the site conditions and legal requirements that may impact on the design, approval, and construction monitoring associated with the buildings of this nature, and within the legal parameters set out in the City of Cape Town, especially building plan approvals etc. The tenderer is required to apply their minds and to cover for eventualities that may arise. Sufficient allowance should be made for the normal services required to enable this project to be completed timeously and within scope, and quality.

The building shall be a structural concrete frame with face-brick panels to suit the environment of the existing site. Walls inside will be bagged and painted, and final finishes shall be decided with the Professional Service Provider (PSP). This includes, doors, roller shutter doors, floors, etc.

The City must still procure the switchgear that will be installed so certain floor details will only be known at a very late stage. In addition, depending on the responses received, the building dimensions for the switchgear room may change (length & width), as may the room height be raised or lowered together with the crane position. Costs for re-design of the building have been allocated in the Pricing Schedule.

The switchgear room shall accommodate 132kV gas insulated switchgear and control panels. Provision shall be made for the dynamic loading of the switchgear on the floor. The floor shall have re-bars welded at appropriate positions with an earth continuity conductor cast into the concrete for earthing purposes. A detailed method statement with associated drawings shall be developed by the Service Provider detailing the jointing of the new reinforced concrete floor to the existing, thereby ensuring that none of the sections are stressed when the switchgear dynamic load is applied across them. The PSP shall also take cognisance of the differential settlement of the new building foundations versus the existing. The PSP shall specify the floor level in accordance to the switchgear manufacturer's floor tolerances.

In the absence of detailed information being available for the existing building (i.e. columns, beams, floors, bending schedules), the Service Provider shall be required to appoint a specialist to undertake scanning of the reinforced concrete at particular sections of the building. The specialist shall also be required to produce models for these sections detailing the reinforced rebars. Further to this (where required), the specialist shall be required to undertake cut-outs on the existing reinforced concrete floor and walls to investigate the concrete strength and rebar details.

Special attention shall be given to protection of the existing High Voltage cables entering the basement on the western side of the current building where the construction works would take place. Any relocation of these existing HV cables will be done by others and as such new apertures into the basement shall be facilitated on the existing building. It is expected that lateral support structures design would be required for this project not undermine the existing building basement foundations and walls. The PSP shall be required to assess the existing foundation without any original plans and provide an underpinning design where required.

Waterproofing to the basement is critical to prevent water ingress. A suitable system shall be provided which EXCLUDES the use of additives to the concrete. Apertures, fitted with suitable size pipes, to the outside of the basement provide access for the high voltage cables. These pipes shall be sealed after the cables are installed. Pipe systems shall not have reinforcement between the pipes of a set (of 4).

The main earthing grid provided in ground under building shall be designed by a competent person to achieve step-and-touch potentials and grid potential rise to the approval of the Employer. If the existing earthing does not meet current design standards, the existing earth grid will need to be studied and be augmented to comply with current design standards. The PSP shall also be responsible for the (1) pre-design onsite soil resistivity test, (2) on-site verification during installation and (3) post installation earth grid tests.

A 2.5 – 5 ton manually operated overhead crane and a positive pressure ventilation system shall be designed and incorporated. Cognisance shall be taken of hydrogen gas accumulation in the battery room and SF6 accumulation in the basement.

Suitable alarms system shall be developed together with smoke detection system, to approval.

Building plan submissions and targeted procurement are part of the normal services.

The services shall include:

4.2.1 Principal Agent

The Principal Agent service is a separate service and NOT considered part of the normal services for the Architect and is to be priced separately.

The provision of the Principal Agent/ service described in one of the following:

- Guideline Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notice 172 of 2021.
- Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015
- Guideline Tariff of Professional Fees In Respect of Services Rendered by Persons Registered in terms of the Quantity Surveying Profession Act 2000 (Act No. 49 of 2000), Board Notice 170 Of 2015.

The scope of services shall include fulfilling the obligations of the agreed form of contract as laid down in the contract (typically JBCC), the complete project and contract management including the recording of all meetings, managing the cost control of the design and implementation phases, facilitating the design reviews for compliance and cost control and co-ordinating and submitting the concept to the Employer.

Provision shall be included for clarification, responses to JBCC contract requests, and issuing of contract instructions as is contained or expected in the normal services for the profession. Only exceptional disputes, such as the need to arbitrate, or follow legal proceedings shall constitute an additional service which shall be compensated at the appropriate tendered rate.

Due to the nature of the services required, Level 1 and Level 2 construction monitoring is considered part of the normal services.

4.2.2 Project Manager

The provision of the project management service described in one of the following:

- Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), Board Notice 168 of 2019.
- Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015
- Guideline Tariff of Professional Fees In Respect of Services Rendered by Persons Registered in terms of the Quantity Surveying Profession Act 2000 (Act No. 49 of 2000), Board Notice 170 Of 2015.

The scope of services shall include the complete project and contract management including the recording of all meetings, managing the cost control of the design and implementation phases, facilitating the design reviews for compliance and cost control and co-ordinating and submitting the concept to the Employer. The Project Manager shall be responsible and accountable for the co-ordination and management of all professional disciplines outputs during the design phase and construction phase (incl. construction monitoring).

4.2.3 Architectural Services

4.2.3.1 Normal Services:

Provide the Design Architectural Professional Services in stages 2, 3 4 and 5 required for the building architectural design in terms of Board Notice 121 of 2015 issued in terms of the Architectural Profession Act, 2000 (Act 44 of 2000). The normal architectural services shall include the submission for building plan approval.

The architect will be responsible for adapting the building to suit the needs of the site and the building regulations published, which shall be to approval of the Employer. Design proposals shall be workshopped with the Employer who shall approve the final design. Provision for this must be made in the offer.

The normal services of the Architect shall exclude the Principal Agent as well as the Construction Monitoring. These are to be priced and provided separately. Where the architect provides these services the pricing and the scope of services shall be as detailed in the relevant section.

Due to the nature of the services required, Level 1 construction monitoring is considered part of the normal services.

4.2.3.2 Additional Architectural Services

Rezoning or change of use or amendments of town-planning schemes and such additional services applicable to architects as detailed in the Schedule of Rates.

4.2.4 Quantity Surveying Services

4.2.4.1 Normal Services:

The provision of the quantity surveying services for Building Works defined in Board Notice 170 of 2015: Guideline Tariff of Professional Fees In Respect of Services Rendered by Persons Registered in terms of the Quantity Surveying Profession Act 2000 (Act No. 49 Of 2000).

The service shall include the evaluation of the offers to provide a recommendation to the Employer on the suitability of the offers. Included and in the appropriate rates shall be:

1. Evaluation of the rates and the comparison to market pricing (value for money).
2. Identification and evaluation of rates which are too high or too low during tender evaluation stage.

4.2.4.2 Additional Services

Such additional services applicable to Quantity Surveyors as detailed in the Schedule of Rates.

4.2.5 Structural, Civil, Electrical and Mechanical Engineering Services

4.2.5.1 Normal Services:

The provision of structural, civil, electrical and mechanical engineering services defined in Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), including targeted procurement.

The earthing and earth mat/grid design for the substation shall form part of this appointment.

Due to the nature of the services required, Level 1 construction monitoring is considered part of the normal services.

Structural, civil and electrical engineers are required to inspect construction activities on a more regular basis until the work is covered up e.g. structural steel, electrical conduits, earth mats, road layer works, etc. Consequently, Level 2 construction monitoring is considered part of the normal services for these disciplines.

Should additional construction monitoring be required the level of service to be offered shall exclude these and the relevant discipline shall remain responsible for providing these services.

The Rational Fire Design (RFD) for the building shall form part of the Mechanical Engineering Services.

4.2.5.2 Additional Services:

- The provision of all services in respect of acting as the Employers Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- The provision of a Level 3 Construction Monitoring service with weekly site visits, subject to written approval from the Engineer.
- Arrange for the wayleaves required by the Local Authorities.

Such additional services applicable to Engineers (civil, electrical, mechanical or structural) as detailed in the Schedule of Rates.

4.2.6 Environmental Assessment Practitioner and Environmental Control Officer

An independent Environmental Practitioner is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Impact Assessments, undertake such assessments (where required), obtain the required Record of Decision from the Environmental Authorities (where required) and develop an Environmental Management Plan for the project.

An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EA's) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

4.2.7 Land Surveyor Services

Such services required to facilitate the detailed design of the substation building on the existing site, including the establishment of the existing property survey pegs. The Service Provider shall be responsible for the accuracy and correctness of all such surveys.

4.2.8 Health and Safety Services

The professional shall undertake duties falling under the Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the Employer, and shall include the following:

- 1) The professional must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act.
- 2) The professional must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the above Occupational Health and Safety Act.

- 3) The professional shall provide services defined in Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 Of 2000), Board Notice 167 Of 2019.

The professional shall advise the Employer and the Contractor on the Health and Safety requirements during the design and construction phases, prepare a Health and Safety Specification, monitor the preparation and implementation of the Health and Safety requirements, Plans and Safety files and conduct audits and reports during the construction.

The professional must have applied for registration with an approved statutory body in terms of the Construction Regulations and shall comply with the registration requirements as issued by that body. If the professional named is no longer compliant with the requirements issued by the statutory body the professional shall be replaced with another who is compliant.

It is the Service Provider's responsibility to ensure the person executing this service remains compliant with the requirements of the statutory body at all times irrespective if the service is provided by the Service Provider, a partner in the JV or a sub-contractor.

4.2.9 Additional Professional Services

Where the Employer requires additional services from any member of the professional team for services not included in the Scope of Work, such services shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer.

Time based services shall include for all overhead costs as stated in the Pricing Instructions and no additional costs will be considered e.g. mark-ups, project management fees, principal agent fees etc.

Where time based services are required as the sole scope of works (e.g. rezoning etc.) no project management fees shall be added as additional fees payable. The professional will be required to liaise directly with the client where required.

3. EXTENT OF THE SERVICES

The Service Provider is required to provide the following services:

5.1 Engineering Services

These services are applicable to all disciplines of the PSP team involved in the Philippi building extension. The services and deliverables (where applicable) required to be provided in terms of the contract for the construction scope of works, are described below.

5.1.1 Planning, Studies, Investigations and Assessments

The Service Provider shall carry out all of the studies and investigations necessary to determine the feasibility of constructing the extension to the existing Philippi switching station.

The cost of Planning, Studies, Investigations and Assessments shall be priced into the basic fee for the professional engineering services required, which includes the fee for normal services.

The PSP shall throughout the duration of this contract prepare and maintain a suitable Risk Assessment Process and a Quality Management Plan. Regular updates shall be made as required.

Regular Risk Assessments and Actions shall be implemented to manage and control risks, both during the design and construction phases.

Suitable Quality Management Controls shall be developed and implemented during the design phases as well as during the construction phases of the two sites. The PSP shall be responsible for the management, implementation, and reporting to the employer.

5.1.2 Normal Services

Stage 1 – Inception

The Service Provider shall provide those services and deliverables as indicated in the tables below, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

Ongoing public and stakeholder participation will be required during this stage of the project.

Service	Required
Assist in developing a clear project brief for construction	YES
Attend project initiation meetings	YES
Advise on the rights, constraints, consents and approvals	YES
Define the construction services and scope of work required	YES
Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of DEPARTMENT and services	YES
Determine the availability of data, drawings and plans relating to the project.	YES
Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.	YES
Facilitate a schedule of the required consents and approvals	YES
Provide necessary information within the agreed scope of the project to other consultants involved.	NO
Prepare, co-ordinate and monitor a project initiation programme.	YES
Facilitate client approval of all Stage 1 documentation	YES

Deliverable	Required
Project brief	
Report on project, site and functional requirements	YES
Schedule of required surveys, tests, analyses, site and other investigations.	YES
Schedule of consents and approvals and related lead times.	YES
Records of all meetings	YES
Approval by the client to proceed to Stage 2	YES

Stage 2 – Concept and Viability (Preliminary Design)

The Service Provider shall, in conjunction with the Architect, provide those services and deliverables as indicated in the tables below, necessary for the development of concept designs to the Employer and other relevant authorities for approval.

Further consultation with public and stakeholder groups will be required at this stage of the project.

The Service Provider shall submit a conceptual design report to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

Service	Required
Agree documentation programme with principal consultant and other consultants involved.	NO
Communicate the project brief to the other consultants and monitor the development of the concept and viability	YES
Attend design and consultants' meetings	YES
Establish the concept design criteria	YES
Agree format and procedures for cost control and reporting by the other consultants	NO
Prepare initial concept design and related documentation	YES
Advise the client regarding further surveys, analyses, tests and investigations which may be required	YES
Establish regulatory authorities' requirements and incorporate into the design.	YES
Refine and assess the concept design to ensure conformance with all regulatory requirements and consents	YES
Establish access, utilities, services and connections required for the design.	YES
Coordinate design interfaces with other consultants involved.	NO
Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing	YES
Manage and integrate the concept and viability documentation for presentation to the client for approval.	YES

Service	Required
Provide cost estimates and comment on life cycle costs as required	YES
Prepare a documentation programme and indicative construction programme	YES
Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.	YES
Facilitate approval of the concept and viability by the client	YES
Facilitate approval of the concept and viability by statutory authorities	YES

Deliverable	Required
Concept design document including the following:	YES
Preliminary design	YES
Cost estimates as required	YES
Indicative documentation programme and construction programme	YES
Schedule of required surveys, tests and other investigations and related reports	YES
Process design	NO
Records of all meetings	YES
Approval by the client to proceed to Stage 3	YES

Stage 3 – Design Development

The Service Provider shall provide those services and deliverables as indicated in the tables below to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

In particular, the Service Provider shall be responsible for such consultation with the rail authority as is necessary in order to finalise a servitude (right-of-way) agreement between the Employer and the rail authority.

The design development shall take cognisance of all design requirements as may be imposed by the relevant authority, and Departments whose services are impacted upon by the proposed development.

Service	Required
Prepare, co-ordinate, agree and monitor a detailed design and documentation programme	YES
Review documentation programme with principal consultant and other consultants involved	NO
Attend design, consultants' and management meetings	YES
Incorporate client's and authorities' detailed requirements into the design	YES
Incorporate other consultants' designs and requirements into the design.	NO
Incorporate health and safety and environmental requirements into the design.	YES
Prepare design development drawings including draft technical details and specifications.	YES
Review and evaluate design and outline specification and exercise cost control.	YES
Prepare detailed estimates of construction cost	YES
Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved	NO
Submit the necessary design documentation to local and other authorities for approval	YES
Facilitate client approval of all Stage 3 documentation	YES

Deliverable	Required
Design specification including the following:	YES
Design development drawings	YES
Outline specifications	YES
Local and other authority submission drawings and reports	YES
Detailed estimates of construction costs	YES
Documentation programme	YES
Record of all meetings	YES
Approval by the client to proceed to Stage 4	YES

When instructed the design shall be revised to accommodate the amended switchgear sizes and the appropriate parts of the above shall be repeated.

Stage 4 – Documentation and Procurement

The Service Provider shall provide those services and deliverables as indicated in the tables below for the preparation of working drawings, details, schedules and specifications, preparation of procurement documentation under direction from the Employer's Bid Specification Committee, advertising of tenders, and the assistance with evaluation of technical elements of tenders received under direction from the Employer's Bid Evaluation Committee. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

A set of draft plans/drawings shall be submitted to the Employer for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and shall be based on the City of Cape Town's latest Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for JBCC Building. This document will be issued to the Service Provider by the Employer. The Service Provider shall liaise with the Employer's Bid Specification Committee during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by the rail authority and Water Services Department are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements/limitations/restrictions.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 5.1.3 Environmental Officer).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. The total value of any form of provisional sum, prime cost amount, or any other budgetary allowance may not exceed 20% of the value of the overall value of the contract. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the Philippi switching station is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard.

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 5.1.3 below.

The Service Provider shall attend Bid Specification Committee meetings prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated

into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meetings taking place.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall provide assistance to the Employer in responding to queries. The Service Provider may not communicate with bidders during tender stage at all.

Once tenders close, the Service Provider shall assist with evaluation of the technical aspects of tenders received and shall prepare a technical assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

Service	Required
Attend design and consultants' meetings	YES
Attend bid specification and evaluation meetings with the employer	YES
Prepare specifications and preambles for the works	YES
Accommodate services design	NO
Check cost estimates and adjust designs and documents if necessary to remain within budget.	YES
Prepare documentation for contractor procurement on approved templates	YES
Review designs, drawings and schedules for compliance with approved budget	YES
Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required	NO
Assist with the evaluation of tenders	YES
Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others	NO
Assess samples and products for compliance and design intent	YES
Facilitate client approval of all Stage 4 documentation	YES

Deliverable	Required
Specifications	YES
Services co-ordination	NO
Working drawings, schedules and details	YES
Estimate of construction cost based on final designs and tender documents	YES
Tender documentation	YES
Reports on technical and financial aspects of tenders	YES
Contract documentation	YES
Records of all meetings other than bid specification and evaluation meetings	YES
Approval by the client to proceed to Stage 5	YES

Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services and deliverables as indicated in the tables below to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team (the architect) as and when necessary.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

The Service Provider shall not issue any variations that will exceed the amount approved by the Employer's Bid Adjudication Committee. The Service Provider shall adhere to the standard operating procedures for variations and expansions as described in item 15 and ensure issuing of variations are done promptly to avoid unnecessary project slippages. The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider, or which inhibits the progress of the project, leading to an extension of time with costs.

Construction monitoring is considered to be a vitally important part of the project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that level 1 and level 2 construction monitoring services (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider as required.

The Service Provider must take note of the circumstances that requires specific approval of the Employer before executing any of his functions or duties as listed in the Contract Data of this contract and ensure that these are included into the construction contract.

Service	Required
Attend site handover	YES
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.	YES
Carry out contract administration procedures in terms of the contract	YES
Prepare, track, revise and update schedules of predicted cash flow	YES
Prepare pro-active estimates of proposed variations for client decision making	YES
Attend regular site, technical and progress meetings	YES
Monitor, review and approve the preparation of the construction programme by the contractor.	YES
Regularly monitor performance of the contractor against the construction programme	YES
Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof	YES
Monitor EPWP management and monthly reporting from building contractor	YES
Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in 3.3.2 for Level 1: periodic construction monitoring	YES
Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.	YES
Adjudicate and advise employer on financial claims by contractor(s)	YES
Assist in the resolution of contractual claims by the contractor.	YES
Establish and maintain a financial control system	YES
Clarify details and descriptions during construction as required	YES
Prepare valuations for payment certificates to be issued by the employer's agent	YES
Issue payment certificates (if acting as employer's agent)	YES
Instruct, witness and review all tests and mock ups carried out both on and off site	YES
Check and approve contractor drawings for design intent	YES
Update and issue drawings register	YES
Issue contract instructions as and when required	YES
Review and comment on operation and maintenance manuals, guarantee certificates and warranties	YES
Inspect the works and issue practical completion and defects lists	YES
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals	YES

Deliverable	Required
Schedules of predicted cash flow	YES
Construction documentation	NO
Drawings register	YES
Estimates for proposed variations - Motivation of proposed variations and/or expansions regarding any change to the contract costs, scope and/or time.	YES
Contract instructions	YES
Financial control reports	YES
Valuations for payment certificates	YES
Payment certificates	YES
Progressive and draft final account(s)	YES
Practical completion and defects list	YES
All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities	YES
Record of all meetings	

Stage 6 – Close Out

The Service Provider shall provide those services and deliverables as indicated in the tables below to complete the project close-out

As-built plans/drawings shall be submitted to the Employer in electronic format (dwg plus ctb table) as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

Service	Required
Inspect and verify the rectification of defects	YES
Receive, comment and approve relevant payment valuations and completion certificates	YES
Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.	YES
Prepare as-built drawings and documentation	YES
Conclude the final accounts where relevant	YES

Deliverable	Required
Valuations for payment certificates	YES
Works and final completion lists	YES
Operations and maintenance manuals, guarantees and warranties	YES
As-built drawings and documentation	YES
Final accounts	YES

5.1.3 Additional Services

The following additional services listed below are required. Remuneration for such services will be made in accordance with the relevant items in Part C2.2 Activity Schedule.

5.1.3.1 Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the rail authority and various other service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

5.1.3.2 Preferential Procurement and Targeted Participation

The Service Provider shall provide all services related to preferential procurement and targeted participation in respect of the construction contract (as set out in the Employer's example CIDB documents for Civil (or other) construction contracts including but not limited to:

- (a) the incorporation into the contract documentation of:
 - i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
 - ii) targeted participation goals in respect of targeted labour and/or resources.
- (b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

5.1.3.3 Act as Leader of the Professional Team

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

5.1.3.4 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that Level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval. The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement. Construction monitoring staff will be paid over the year end break, if applicable. The Engineer's Representative shall be a qualified Engineer/Technologist/Technician with at least five years' verifiable post graduate experience in construction monitoring,

The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer. Level 3 construction monitoring will only be required on written instruction by the Employer.

5.1.3.5 Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

5.1.3.6 Environmental Officer

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) whose responsibilities shall be as follows:

- (a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (e) to review construction method statements for approval by the Engineer.
- (f) to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- (g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- (h) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- (j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

The person appointed as EO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals.

6. USE OF REASONABLE SKILL AND CARE

The Service Provider is required to provide all aspects of the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Design work shall be based on knowledge of the ground and water conditions in the area and the tenderer is to gather sufficient information during the tender process. No cost claims will be entertained for redesign work.

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the travelling public and businesses below.

The Service Provider is required to cover all general risks, liabilities, and obligations set forth which includes Site Security Measures for any onsite activity by the Team and its members. It shall be noted, that the existing Philippi Substation is enclosed by a high security fence, however the Service Provider shall perform a security risk assessment, prior to submitting the tender offer in order to evaluate the risks associated with onsite activity by the Team and its members. The Service Provider shall in connection with the Works provide and maintain at his own cost all, guards, fencing, watching and other appropriate security measures when and where necessary or required.

In order to ensure compliance and governance in accordance with Legislation and City policies, the Service Provider is required to ensure all staff involved in Contract Management attend Municipal Finance Management Act training covering procurement, bid committees, and financial control. The course proposed shall be submitted to the Employer for approval.

In terms of this contract, the Project Manager must have access and be proficient with Microsoft Projects or equivalent software in order to manage projects programmes. Software packages other than MS projects shall be able to; schedule large-scale / complex projects, track project real-time data, costs and resource assignment and monitoring and produce Gantt charts.

7. GENERAL

7.1 Time Frames/Milestones

Milestones set by the Employer in the Contract Data typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

7.2 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required, and it may be necessary to carry out inspections at the contractor's (or sub-contractor's) yard(s) wherever they may be.

7.3 Reporting Requirements

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the estimated final costs.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

8. REFERENCE DATA

DRAWINGS

The following typical drawings are applicable to the contract and are issued with this tender document as part C4 and will form part of the Contract Documents:

Proposed Philippi Substation Building Extension
PR-TX1309775 Sheet 1 Revision 1

Existing Philippi Substation Drawing
14288/Z (R2) Philippi Substation Floor Plan
16527/Z (R1) Philippi Substation Ground Floor Layout

- Typical Ground and Basement Stories – General Arrangement
- Typical Detail Sections – General Arrangement
- Typical Elevations and Sections – General Arrangement
- Typical Main Earth Grid Layout
- Typical Main Distribution Board

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall ensure that cognisance of all applicable national and international standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (*if required*),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (e) Approval of the detail design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,
- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) Approval for the employment of specialist sub-consultants from the Employer.
- (k) Approval prior to the issuing of any variations or expansions from the Employer.
- (l) Approval of building plans in accordance with the National Building Regulations and Building Standards Act (Act 103 of 1977) (except as detailed in this specification).

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

11. PROCUREMENT

11.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

11.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

11.3 Forms for contract administration

The Service Provider shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.2 Annexes as amended from time to time):

- B-BBEE Sub-contract Expenditure Report (Annex 1)
- Joint Venture Expenditure Report (Annex 2)

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

12. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

13. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require, either directly employed, or with an appropriate sub-contracting agreement or Joint Venture Agreement.

Service	Competency	Minimum Number of Professionals
Structural Engineering Service	<u>A registered professional Structural Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring of structural works pertaining to reinforced concrete structures incl. waterproofing of the substructure. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Civil Engineering Services	<u>A registered professional Civil Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring of civil works for roadways, stormwater and building services <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Geotechnical Engineering Services	<u>A registered professional Geotechnical Engineer/Technologist (Senior/Lead)</u> Pr.Eng / PrTech Eng, who has undertaken geotechnical investigation, logging of test pits, foundation and retaining wall design and control and monitoring of geotechnical works. The Lead Geotechnical Engineer's first degree shall be in Engineering <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.

Service	Competency	Minimum Number of Professionals
Electrical Engineering Services	A registered professional Electrical Engineer/Technologist (Senior/Lead) Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring of all electrical works related to building services. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
	A registered professional Electrical Engineer/Technologist (Senior/Lead) Pr.Eng / PrTech Eng, who has undertaken analysis, design, and monitoring of HV substation earthing design. <i>(Refer to Functionality Criteria for Experience requirement)</i>	1 Could be same person as building services electrical engineer
Mechanical Engineering Services	A registered professional Mechanical Engineer/Technologist Pr.Eng / PrTech Eng, who has undertaken analysis, design, control and monitoring duties/ functions of all works related to mechanical engineering building services. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Quantity Surveying Services	A registered professional Quantity Surveyor (Senior/Lead) (PrQS) who has undertaken quantity surveying duties/ functions of all works related to all types of building construction work. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Architectural Services	A registered professional Architect (Senior/Lead) Pr.Arch or Professional Architectural Technologist who has undertaken architecture duties/ functions of all works related to all types of reinforced concrete building construction work. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be same as Principal Agent or PM, but not both.
Project Management (PM) Services	A professional registered with a professional Council , i.e. ECSA, SACAP, SACPCMP or SACQSP who has undertaken project management duties/ functions of all works related to all types of construction work. The professional can be any of the above key personnel. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be Structural/ Civil/ Geotechnical/ Electrical/ Mechanical Eng or QS/Architect as well, but may not be the same as the Principal Agent.
Principal Agent	A professional registered with a professional Council Either ECSA, SACAP, SACPCMP or SACQSP who has undertaken the Principal Agent duties/ functions in administering the JBCC Conditions of Contract. <i>(For experience requirements refer to Functionality Criteria)</i>	1 Could be Structural Civil/ Geotechnical/ Electrical/ Mechanical Eng or QS/Architect as well, but may not be the same as the PM.
Occupational Health and Safety Services	An Occupational Health and Safety Practitioner registered with SACPCMP or other body approved by the Department of Labour with the necessary competencies and resources to act as Client's Agent in terms of the Occupational Health and Safety Act <i>(For Experience requirement refer to Functionality Criteria)</i>	1

Any amendment to the list of Key Personnel submitted on Schedule 12 of the Returnable Schedules shall be submitted to the Employer for approval complete with a detailed CV of the person/s.

Where Key Personnel listed in Schedule 12 are promoted, their services on the project may continue but at the rates agreed at the onset of the project, not at the new higher rates. If the Service Provider wishes to replace this person, the process detailed above shall be followed.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

14. MANAGEMENT MEETINGS

14.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

14.2 Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

14.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

14.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project.

14.5 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

14.6 General

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

15 Standard Operation Procedures for Variations and Expansions

15.1 Variations

Time and/or Cost variations shall be approved in line with the City Manager's statutory delegations which is outlined in the subjoined table below.

Time Period and/or Cost Variations to be Approved	Designated Approver	Notify Next Level Manager
<2 months and/or <25% of Contingency funds	Contract Manager	Manager
>2 months <4 months and/or ≥25% <75% of Contingency funds	Manager	Director
≥75% ≤90% of Contingency funds	Director	Executive Director
>90% of Contingency funds	Executive Director	–

If the designated approver does not exist or is not available, the next level of approval is applicable. Should the designated approver disagree with any of the submissions, the submission is required to be referred upwards to the next level.

All variations shall be recorded on Annex 3 by the service provider which are kept on record by the service provider and forwarded to the Employer to keep detailed record of same and to make the appropriate amendments on SAP system as required. Access to contingency funds for Cost variations shall be appropriately motivated in Annex 3 by the service provider.

15.2 Expansions

Expansions require the approval of the following delegated authority in terms of time and award value (in some instances scope will intrinsically impact time and cost):

Change Type	Authority
Increase in the contract period no more than 6 months and award value increase up to 15%/20% threshold, of the original award value, below R750 000,00	Director: SCM
Increase in contract period no more than 6 months and award value up to the 15%/20% threshold, of the original award value, above R750 000,00	SCMBAC
Award value increase up to the 15%/20% threshold, of the original award value, below R750 000,00	Director: SCM
Award value increase up to the 15%/20% threshold, of the original award value, above R750 000,00	SCMBAC

Contract expansion values shall be reckoned cumulatively over the life of the contract. All expansions shall be recorded on Annex 4 by the service provider.

Upon approval being obtained, per the process above, the Employer will in SAP make the increases in value and duration expressly recorded in the signed delegated authority's resolution.

Expansion approval requests to the BAC shall include the record of all Variations (including contingency amounts or percentages).

16 Employer's Right to Recover Costs

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider, or which inhibits the progress of the project, leading to an extension of time with costs.

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS**

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

Annex 3: Summary of contract variations within original contract

Annex 4: Schedule of Contract Expansions

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

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

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

Signatures

Declared by Contractor
(Service Provider) to be true
and correct: _____

Date: _____

Verified by Employer's
Representative: _____

Date: _____

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
---	---	--------------------------------------	--

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by Contractor (Service Provider) to be true and correct:

Date:

Verified by Employer's Representative:

Date:

ANNEX 3

CITY OF CAPE TOWN

CITY OF CAPE TOWN												Annexure A
SUMMARY OF CONTRACT VARIATIONS WITHIN ORIGINAL CONTRACT												
CONTRACT DESCRIPTION:												
Comments:												
FILE:												
TENDER NO:												
Contract Value before Contingency		R										
Contingency		R										
Total Contract Sum (Original Award)		R										
Planned Contract Duration			Days									
Duration Threshold		180	Days									
Compiled by:												
Date:												
Signature:												
No.	Effective Date	Description of Variation	Variation Type Time / Cost	+/- Effect Value R	Balance of Contingency	% Effect on Contract Value	Contract Extension Period if applicable (days)	Balance of Time	Authority	Source Document Reference	Decision Date	Decision Value
1												
TOTAL VALUE OF VARIATIONS / EXPANSIONS				R 0.00			0	0				R 0.00

ANNEX 4

CITY OF CAPE TOWN

CITY OF CAPE TOWN										Annexure B	
SUMMARY OF CONTRACT EXPANSIONS ABOVE THE ORIGINAL CONTRACT AND AMENDMENTS ABOVE THRESHOLD											
CONTRACT DESCRIPTION: 0								Comments:			
FILE:	0	Contract Value before Contingency R				Compiled by:					
TENDER NO:	0	Contingency R				Date:					
		Total Contract Sum (Original Award) R				Signature:					
		Contract Type									
		Threshold		15%							
		Planned Contract Duration		0 Days							
		Duration Threshold		180 Days							
		Duration Consumed		0 Days							
		Contingency Consumed R									
No.	Effective Date	Description of change	Type of change Time / Scope / Cost	+/- Effect on Contract Value R	% Effect on Contract Value	Contract Extension Period if applicable (days)	Balance of Time	Authority	Source Document and Resolution Reference	Resolution Date	Resolution Value
1							0				
TOTAL VALUE OF VARIATIONS / EXPANSIONS				R 0.00		0	0				R 0.00

Part C4: Site Information and Typical Drawings

	Pages
C4.1 Philippi Switching Station (substation) Site	93
Proposed Philippi Substation Building Extension	
• PR-TX1309775 Sheet 1 Revision 1	
Existing Substation Drawing	
• 14288/Z (R2) Philippi Substation Floor Plan	
• 16527/Z (R1) Philippi Substation Ground Floor Layout	
 C4.2 Typical drawings for a Switching Station.....	 94
Typical Switching Station: Ground & Basement Stories - Sheet 1	
Typical Switching Station: Detail Sections - Sheet 2	
Typical Switching Station: Elevations & Sections - Sheet 3	
Typical Switching Station: Earth Grid Layout - Sheet 4	
Typical Switching Station: Main Distribution Board Sheet – 5	

C4.1 Philippi Switching Station (substation) Site

A3 and A0 drawings will be issued separately to tenderers/bidders by the Tender Office.

C4.2 Typical drawings for a Switching Station

A3 drawings will be issued separately to tenderers/bidders by the Tender Office.

Part C5: Returnable Documents

	Pages
C5.1 List of Returnable Documents	96
C5.2 Returnable Schedules	97 – 153

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C5.1 List of Returnable Documents

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

Returnable Schedules that will be incorporated into the Contract

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	98 - 99
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	100 – 101
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	102
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8).....	103
5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4).....	104 - 106
6: CONFLICT OF INTEREST	107
7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT	108
8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	109
9: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	110
10: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	111
11: SCHEDULE OF WORK EXPERIENCE OF TENDERER	112
12: KEY STAFF	113 - 134
13: SCHEDULE OF SUPPORT RESOURCES	135
14: PROFESSIONAL INDEMNITY INSURANCE	136
15: FUNCTIONALITY CRITERIA	137
16: PROPOSED WORK PLAN	138
17: CONFIRMATION OF TENDERER REGISTRATION / ACCREDITATION	139
18: OTHER CRITERIA	140
19: PERSONNEL SCHEDULE (OTHER THAN KEY STAFF)	141 - 143
20: SCHEDULE OF SUBCONTRACTORS	144
21: DEVIATIONS AND QUALIFICATIONS BY TENDERER	145
22: RECORD OF ADDENDA TO TENDER DOCUMENTS	146
23: PRICE BASIS FOR IMPORTED RESOURCES	147
24: PREFERENCE SCHEDULE (where preferences are granted in respect of specific goal(s))	148 – 151
25: APPEAL APPLICATION (ANNEXURE B).....	152
26: INFORMATION TO BE PROVIDED WITH THE TENDER	153

Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Staff as applicable - append to Schedule 12.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 14.
- d) Any other documentary evidence/proof as required - append to Schedule 26.
- e) Functionality Criteria - append to Schedule 15.

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING
OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

C5.2 Returnable Schedules

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **170C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS**

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

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

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

.....
Signature

.....
Date

.....
Name

.....
Position

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

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

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

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

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

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

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

I, _____, the undersigned,
(full name in block letters)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer/Contractor

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a City employee, or an entity that employs a City employee, if
 - 1.5.1 the City employee left the City's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the City, or
 - 1.5.3 was involved in a dispute against the City during the previous thirty six (36) months.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Date

Name (PRINT)

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

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

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

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

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF ..

SCHEDULE 6: CONFLICT OF INTEREST

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

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

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

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

- 2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

- 2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

Date

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

The tenderer:

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

Physical Business address of the Tenderer	Municipal Account number(s)

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

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

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

Date

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING
OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 9: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 10: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

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

SIGNED ON BEHALF OF TENDERER:.....

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS
SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all building projects (the analysis and design of new and remedial works) that have been successfully completed in their **local office**, in the past or that are underway at present as described in this schedule. Tenderers should, in particular, draw attention to those projects which have involved electrical substation building, basement/ multi story building as these will be considered of similar Scope and nature .

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake the structural design.

TRACK RECORD					
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)	CIDB Grading of Building Construction Contract	Value of Re-inforce concrete in Building Contract
<u>Building design and construction work consisting of reinforce concrete structures with brick wall infills to the value ≥ 6GB each (At least a total of 3 in the past 8 years)</u> 1) 2) 3) 4)					
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)	VOLTAGE LEVEL	INDOOR / OUTDOOR
<u>Electrical Substation Earth Grid Design for either an Indoor or Outdoor type High Voltage (> 33 kV) Substation (At least one in the past 5 years)</u> 1) 2)					

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

STRUCTURAL ENGINEER/TECHNOLOGIST (SENIOR/ LEAD)				NAME: _____ REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____				
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Construction Project Value (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Reinforced Concrete Structure	Basement or Substructure	Details of Superstructure	Building /Structure size and depth of Substructure			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Concrete Columns & Beams, Stairs, Multi-level floors, Steel Roof,	BLDG. (L W H) 30 x 10 x 10 Basement 3m BGL (where applicable)	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 088 123 4567
1.								Name: Contact Details:
2.								Name: Contact Details:
3.								Name: Contact Details:

STRUCTURAL ENGINEER (SENIOR/ LEAD) Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Reinforced Concrete Structure	Basement or Substructure	Details of Superstructure	Building /Structure size and depth of Substructure			
4.								Name:
								Contact Details:
5.								Name:
								Contact Details:
6.								Name:
								Contact Details:
7.								Name:
								Contact Details:
8.								Name:
								Contact Details:
9.								Name:
								Contact Details:
10.								Name:
								Contact Details:
11.								Name:
								Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

CIVIL ENGINEER/TECHNOLOGIST (SENIOR/ LEAD)				NAME: _____				
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____				
				Date of Registration: _____				
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Road upgrade or construction	Sewage and drainage systems	Details of road design	Infrastructure for Development			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Main Road/ Access road with Asphalt/ Brick paving/ Concrete	Sewage system 100 -400mm Ø , stormwater catchments and water connection 25 - 160mm Ø	R30 mil	06/2021	Name: Mr W Williams, PrEng
								Contact Details: 085 123 4567
1.								Name:
								Contact Details:
2.								Name:
								Contact Details:
3.								Name:
								Contact Details:

CIVIL ENGINEER (SENIOR/ LEAD) Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Road upgrade or construction	Sewage and drainage systems	Details of road design	Infrastructure for Development			
4.								Name:
								Contact Details:
5.								Name:
								Contact Details:
6.								Name:
								Contact Details:
7.								Name:
								Contact Details:
8.								Name:
								Contact Details:
9.								Name:
								Contact Details:
10.								Name:
								Contact Details:
11.								Name:
								Contact Details:

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

GEOTECHNICAL ENGINEER/TECHNOLOGIST (SENIOR/ LEAD)				NAME: _____ REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____ Date of Registration: _____			
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Subsurface soil and rock analysis	Foundation or retaining wall design	Details of works for Project			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Desk top study and logging of 5 – 10 test pits Onsite DPSH Testing Review laboratory results and draft report Foundation and retaining wall design	R15 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.							Name: Contact Details:
2.							Name: Contact Details:
3.							Name: Contact Details:

GEOTECHNICAL ENGINEER (SENIOR/ LEAD) Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Subsurface soil and rock analysis	Foundation or retaining wall design	Details of works for Project			
4.							Name:
							Contact Details:
5.							Name:
							Contact Details:
6.							Name:
							Contact Details:
7.							Name:
							Contact Details:
8.							Name:
							Contact Details:
9.							Name:
							Contact Details:
10.							Name:
							Contact Details:
11.							Name:
							Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

ELECTRICAL ENGINEER/TECHNOLOGIST – <u>BUILDING SERVICES</u> (SENIOR/ LEAD)				NAME: _____ REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____ Date of Registration: _____				
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Floor standing 4 x 24 DB way	Emergency AC/DC lights	Lighting	Infrastructure for Development			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Luminaires for large indoor open spaces / Switch-rooms	LV reticulation including 240-300 mm ² Supply Cable, 1ph & 3ph plugs	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.								Name: Contact Details:
2.								Name: Contact Details:
3.								Name: Contact Details:

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Floor standing 4 x 24 DB way	Emergency AC/DC lights	Lighting	Infrastructure for Development			
4.								Name:
								Contact Details:
5.								Name:
								Contact Details:
6.								Name:
								Contact Details:
7.								Name:
								Contact Details:
8.								Name:
								Contact Details:
9.								Name:
								Contact Details:
10.								Name:
								Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

MECHANICAL ENGINEER/TECHNOLOGIST (SENIOR/ LEAD)				NAME: _____			
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____			
				Date of Registration: _____			
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Ventilation	Fire rationalisation	Ventilation designs for large open indoor spaces			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Positive pressure ventilation design for Bldgs. 20m x 8m x 6m & larger. Special louvre designs and fire designs. Standard ventilation for standard substations.	R30 mil	06/2021	Name: Mr W Williams, PrEng
							Contact Details: 085 123 4567
1.							Name:
							Contact Details:
2.							Name:
							Contact Details:
3.							Name:
							Contact Details:

MECHANICAL ENGINEER (SENIOR/ LEAD) Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Ventilation	Fire rationalisation	Ventilation designs for large open indoor spaces			
4.							Name:
							Contact Details:
5.							Name:
							Contact Details:
6.							Name:
							Contact Details:
7.							Name:
							Contact Details:
8.							Name:
							Contact Details:
9.							Name:
							Contact Details:
10.							Name:
							Contact Details:
11.							Name:
							Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

ELECTRICAL ENGINEER/TECHNOLOGIST – EARTHING DESIGN (SENIOR/ LEAD)				NAME: _____ REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____ Date of Registration: _____				
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Outdoor Substation	Indoor Substation	Voltage Level	Scope of Service			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	33kV - 66kV - 132kV - 400kV	Soil resistivity testing & Undertaken S/S Earth Grid design which incl. Main switch-room/ Control room / Fence & Transformer Plinth earth Final Earth resistance test Step & Touch in accordance with IEEE	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.								Name: Contact Details:
2.								Name: Contact Details:
3.								Name: Contact Details:

ELECTRICAL ENGINEER BUILDING SERVICES (SENIOR/ LEAD) Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Outdoor Substation	Indoor Substation	Voltage Level	Scope of Service			
4.								Name:
								Contact Details:
5.								Name:
								Contact Details:
6.								Name:
								Contact Details:
7.								Name:
								Contact Details:
8.								Name:
								Contact Details:
9.								Name:
								Contact Details:
10.								Name:
								Contact Details:
11.								Name:
								Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

QUANTITY SURVEYOR (SENIOR/ LEAD)				NAME: _____			
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____			
				Date of Registration: _____			
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Multi-storey development (Height ≥ 7m)	Commercial / Industrial / Infrastructure project				
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Development size larger than 500m ² & Scope included re-inforce concrete and face brick civil work- QS service required for 8 months Duties incl. valuation and processing of variations orders and CVAs.	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.							Name: Contact Details:
2.							Name: Contact Details:
3.							Name: Contact Details:

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Reinforced Concrete Structure	Basement or Substructure				
4.							Name:
							Contact Details:
5.							Name:
							Contact Details:
6.							Name:
							Contact Details:
7.							Name:
							Contact Details:
8.							Name:
							Contact Details:
9.							Name:
							Contact Details:
10.							Name:
							Contact Details:
11.							Name:
							Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer shall provide details of previous relevant experience required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described T1.2 (Tender Data), C2.1.4.6. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion. The key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

ARCHITECT (SENIOR/ LEAD)				NAME: _____				
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____				
				Date of Registration: _____				
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Multi-storey development	Basement or Substructure	Type and Size of Development	Re-inforce concrete & Face brick infill panels including Water proofing			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Commercial/ Industrial/ Infrastructure project Footprint ≥ 500m ²	Re-inforce concrete & face brick, Project Duration ≥ 8 mnth Works Incl. waterproofing spec	R30 mil	06/2021	Name: Mr W Williams, PrEng
								Contact Details: 085 123 4567
1.								Name:
								Contact Details:
2.								Name:
								Contact Details:
3.								Name:
								Contact Details:

ARCHITECT (SENIOR/ LEAD) Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Multi-storey development	Basement or Substructure	Type and Size of Development	Re-inforce concrete & Face brick infill panels including Water proofing			
4.								Name:
								Contact Details:
5.								Name:
								Contact Details:
6.								Name:
								Contact Details:
7.								Name:
								Contact Details:
8.								Name:
								Contact Details:
9.								Name:
								Contact Details:
10.								Name:
								Contact Details:
								Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

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

PROJECT MANAGER				NAME: _____				
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____				
				Date of Registration: _____				
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Multi-storey development (Height ≥ 7m)	Commercial / Industrial / Infrastructure project	Type and Size of Development	Re-inforce concrete & Face brick infill panels including Water proofing			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Commercial / Industrial / Infrastructure project Footprint ≥ 500m ²	Scope included re-inforce concrete & face brick, Project duration ≥ 8 months MS projects programmes	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.								Name: Contact Details:
2.								Name: Contact Details:
3.								Name: Contact Details:

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work		Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Multi-storey development (Height ≥ 7m)	Commercial / Industrial / Infrastructure project	Type and Size of Development	Re-inforce concrete & Face brick infill panels including Water proofing			
4.								Name:
								Contact Details:
5.								Name:
								Contact Details:
6.								Name:
								Contact Details:
7.								Name:
								Contact Details:
8.								Name:
								Contact Details:
9.								Name:
								Contact Details:
10.								Name:
								Contact Details:

SIGNED ON BEHALF OF TENDERER:

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

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

PRINCIPAL AGENT				NAME: _____			
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____			
				Date of Registration: _____			
	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Re-inforce concrete & Face brick	JBCC Contracts	Duration and size of project			
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Project duration ≥ 8 months Development Size ≥ 500m ² Multi-storey development – Commercial / Industrial / Infrastructure project	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.							Name: Contact Details:
2.							Name: Contact Details:
3.							Name: Contact Details:

PRINCIPAL AGENT Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Work	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Re-inforce concrete & Face brick	JBCC Contracts	Duration and size of project			
4.							Name:
							Contact Details:
5.							Name:
							Contact Details:
6.							Name:
							Contact Details:
7.							Name:
							Contact Details:
8.							Name:
							Contact Details:
9.							Name:
							Contact Details:
10.							Name:
							Contact Details:
11.							Name:
							Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 12: KEY PERSONNEL

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

OCCUPATIONAL HEALTH AND SAFETY PRACTITIONER				NAME: _____			
				REGISTRATION NO: _____ YEARS EXPERIENCE POST REGISTRATION _____			
				Date of Registration: _____			
	CONTRACT TITLE	Description of Relevant Project (select option for each project) Appointed Safety Agent for projects ≥ 6GB	Live electrical installations/sub stations	Details of Works Duration and size of project	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
e.g.	Construction of new 132 kV (HV) Switching Substation Building	√	√	Project duration ≥ 8 months Development Size ≥ 500m ² Multi-storey development – electrical substations Commercial / Industrial / Infrastructure project	R30 mil	06/2021	Name: Mr W Williams, PrEng Contact Details: 085 123 4567
1.							Name: Contact Details:
2.							Name: Contact Details:
3.							Name: Contact Details:

OCCUPATIONAL HEALTH AND SAFETY PRACTITIONER Continued...

	CONTRACT TITLE	Description of Relevant Project (select option for each project)		Details of Works	Value of Construction Project (R)	COMPLETION DATE	Project Reference (NAME, Active contact details)
		Appointed Safety Agent for projects ≥ 6GB	Live electrical installations/sub stations	Duration and size of project			
4.							Name:
							Contact Details:
5.							Name:
							Contact Details:
6.							Name:
							Contact Details:
7.							Name:
							Contact Details:
8.							Name:
							Contact Details:
9.							Name:
							Contact Details:
10.							Name:
							Contact Details:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 13: SUPPORT RESOURCES

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

Please Refer to Eligibility Clause - C.2.1.4.3 – Tenderers Under this Contract Is Required to have Access to the Following Software Package/s

NOTE: IF THIS SCHEDULE IS NOT COMPLETED OR FILLED-IN, TENDERERS CAN BE DECLARED NONE RESPONSIVE

NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER	PRODUCT / SOFTWARE LICENSE EXPIRY DATE
Substation Earthing Design Software Package <u>(Compulsory)</u>			
Microsoft Projects or Equivalent			
<u>Other, e.g. Structural Analysis, Smart sheet, etc.</u>			

SIGNED ON BEHALF OF TENDERER:.....

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 14: PROFESSIONAL INDEMNITY INSURANCE

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

PROFESSIONAL INDEMNITY INSURANCE <i>In terms of Eligibility clause C.2.1.4.4 – the Tenderer shall have a PI Insurance in the amount of not less than: R40 000 000,00 - Structural Engineer & R20 000 000,00 all other disciplines</i>		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 15: FUNCTIONALITY CRITERIA

The Tenderer shall provide all relevant information for the employer to score functionality, as detailed in Schedule 12.

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

Description of Functionality Criteria	Position/ Resource	Maximum Points per Criteria		Maximum Possible Score A+B
		Years' Experience (A)	Number of Projects (B)	
Experience of the key staff in relation to the scope of work	Senior / Lead Structural Engineering (Pr.Eng / PrTech Eng)	5	10	15
	Senior / Lead Civil Engineer (Pr.Eng / PrTech Eng)	5	5	10
	Senior / Lead Geotechnical Engineer (Pr.Eng / PrTech Eng)	5	5	10
	Senior / Lead Electrical Engineer (Pr.Eng / PrTech Eng) (electrical works related to building services)	5	5	10
	Senior / Lead Electrical Engineer (Pr.Eng / PrTech Eng) (substation earth grid design services)	5	5	10
	Mechanical Engineer (Pr.Eng / PrTech Eng)	5	5	10
Experience of the key staff in relation to the scope of work	Senior / Lead Quantity Surveying (PrQS)	5	5	10
	Senior / Lead Architectural (Pr.Arch)	5	5	10
	Senior / Lead Project Manager (PM) ECSA, SACAP, SACPCMP or SACQSP	5	5	10
	Principal Agent ECSA, SACAP, SACPCMP or SACQSP	5	10	15
	Occupational Health and Safety Agent SACPCMP or other body approved by the Dep of Labour	5	5	10
Maximum possible functionality score for key staff				120

The minimum qualifying score for functionality is **72** out of a maximum of **120 (60%)**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 16: PROPOSED WORK PLAN

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 17: CONFIRMATION OF REGISTRATION / ACCREDITATION

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING
OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 18: OTHER CRITERIA

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 19: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **Other than** the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required.

STRUCTURAL ENGINEER					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
2.					
CIVIL ENGINEER					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
2.					
GEOTECHNICAL ENGINEER					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
ENGINEERING GEOLOGIST/ GEOTECHNICAL ENGINEER					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
1.					

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 19: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

ELECTRICAL ENGINEER – BUILDING SERVICES					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
ELECTRICAL ENGINEER – EARTHING DESIGN					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
MECHANICAL ENGINEER					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
QUANTITY SURVEYOR					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
2					
ARCHITECT					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
2					

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 19: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

PROJECT MANAGER					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					

PRINCIPAL AGENT					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					

HEALTH AND SAFETY CONSULTANT					
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)
1.					

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 20: SCHEDULE OF SUB-CONTRACTORS

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 21: DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING
OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 22: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 23 : PRICE BASIS FOR IMPORTED RESOURCES

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 24: PREFERENCE SCHEDULE

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);

1.2 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

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 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.

Definitions

The following definitions shall apply to this schedule:

- (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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [Tick applicable box]

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 4.1 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.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 25: APPEAL APPLICATION (ANNEXURE B)

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

annexure 'B'

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

CITY OF CAPE TOWN

DIRECTORATE: ENERGY - ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 170C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHILIPPI SUBSTATION BUILDING EXTENSION AND ALTERATION WORKS

SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER

Professional indemnity insurance as per Schedule 14

SIGNED ON BEHALF OF TENDERER: