

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 23/01/2024	Version: 9.2 Page 1 of 106

<p>TENDER NO: 224C/2023/24</p> <p>TENDER DESCRIPTION: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report</p> <p>CONTRACT PERIOD: Twenty four (24) months from the commencement date of the contract</p>
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VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 16 May 2024

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 163

TENDER FEE: **R200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

TENDER ADVERTISED : 12 April 2024

NON COMPULSORY (strongly recommended) CLARIFICATION MEETING: 30 April 2024 at 10:00 am
(Not compulsory, but strongly recommended)

VENUE FOR SITE VISIT/CLARIFICATION

MEETING : Online Skype for Business platform:
<https://meet.capetown.gov.za/priscilla.decomarmond/K1SK4262>

TENDER BOX & ADDRESS

: **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 224C/2023/24**: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report, 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. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Email: scm1.energy@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint two tenderers (the highest ranked tenderer (“the winner”) and in addition an “alternative tenderer”) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderer).

Purchase Orders will in the first instance be placed by the CCT with the Winner Contractor. Should the Winner Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 7 calendar days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Alternative Contractor.

Should the Winner Contractor continually fail to meet the contractual commitments the CCT reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the CCT his contract performance and failure to meet the contractual commitments.

During the course of any such Default process the CCT reserves the right to place orders with the Alternative Contractor instead of the Winner Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

In the event that the Winner Contractor is formally placed in Default in terms of the specification the contract shall be placed with the Alternative Contractor for the balance of the contract period.

The contract period shall be for a period of **twenty four (24) months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed. Not applicable

2.1.5.3 Nomination of Standby

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

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

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

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

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

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

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

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, 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 employers due diligence assurance provider and the Appeal Authority

2.1.6.7 **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 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. 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.*

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

In the event where you do not have a Municipal account with the City, the fee 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."

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not applicable

2.2.1.1.4 Minimum score for functionality

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

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.

Evaluation Criteria	Measurement	Maximum score
<p>Company's previous projects in energy and carbon data collection, analysis and production of quality technical documentation (publicly available or shareable outputs).</p> <p><i>[complete schedule 14 and provide detail within company profile documentation to ensure correct allocation of points]</i></p>	<p>Number of projects in energy and carbon data collection, management and analysis, validating data using international protocols (namely GPC) for city-based energy balances and carbon emissions (GHG inventory) reporting for South African sub-national entities.</p> <p>Projects must include production of documents (publicly available or shareable outputs) and dissemination thereof through a technical workshop.</p> <p>The <u>quality</u> of technical documentations (outputs) will be evaluated by demonstration of:</p> <ul style="list-style-type: none"> • Metadata • Methodology • Multiple fuels and sectors covered <p>1 completed project: 5 points 2-3 completed projects: 10 points 4 completed projects: 15 points 5 or more completed projects: 20 points</p>	<p>20</p>
<p>Staff with energy and carbon experience</p> <p><i>[complete schedule 15 and provide staff CVs which provides project evidence of such relevant experience]</i></p> <p>Company will be scored on four separate personnel within the company to execute and deliver this work in the given time period.</p>	<p>Energy and carbon technical lead</p> <p>1-3 years' experience: 4 points 4-5 years' experience: 8 points 6-8 years' experience: 10 points >8 years' experience: 12 points</p> <p>Energy and carbon data analyst 1</p> <p>1 year experience: 2 points 2-3 years' experience: 4 points >3 years' experience: 6 points</p> <p>Energy and carbon data analyst 2</p> <p>1 year experience: 2 points 2-3 years' experience: 4 points >3 years' experience: 6 points</p> <p>Principal consultant/analyst with experience in communicating technical insights to a wider audience</p> <p>1-3 years' experience: 3 points 4-5 years' experience: 5 points 6-8 years' experience: 8 points >8 years' experience: 11 points</p>	<p>35</p>
<p>Project proposal</p> <p><i>[Submit proposal maximum 15 pages]</i></p>	<p>Provide full details of the following within a project proposal in relation to this scope of no longer than 15 pages:</p> <ol style="list-style-type: none"> 1. energy and carbon data collection and analysis methodology (10) 2. Detailed meta data approach (9) 3. Time frames for delivery of project milestones in 24 months period (8) 4. Describe an approach to the following required data quality and coverage improvements (in reference to the Specification Objective section: 1.2.2 #3): (18) <ol style="list-style-type: none"> a. Heating Fuels [6] b. Transport [6] c. BASIC + [6] 	<p>45</p>
Total		100

The minimum qualifying score for functionality is **65** out of a maximum of **100**

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

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

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

Required skills and resources:

The service provider will require the resources and skills to deliver the project milestones as per the scope of work in the given timeframes.

1. A service provider will require specialist knowledge of data sources relevant to the local energy system, drivers of energy demand and sources and drivers of GHG emissions as well as an understanding of likely challenges in data collection and how those can be addressed.
2. To support the addressing of data challenges, the service provider requires to have proven energy and emissions modelling/analysis expertise and an understanding of the municipal local government context.
3. The service provider will require experience and knowledge of the GPC GHG accounting standards and protocols.
4. The service provider will require to author the narrative report balancing the depth of the technical content but should be digestible to a wider audience.

The consultant therefore requires the following skills in the project team:

5. Energy and carbon data expert, technical lead (minimum of one)
6. Energy and carbon systems analyst (minimum of two)
7. Principal consultant analyst with experience in communicating technical insights to a wider audience. This role player should work closely with the energy and carbon technical lead expert to author the CT SOEC 2025 report (minimum of one)

Returnable documents for evaluation:

1. Schedule 14: Company's previous projects
2. Schedule 15: Staff with energy and carbon experience
3. Project proposal (not more than 15 pages)
4. CVs of staff showcasing experience
5. Company profile
6. Breakdown of itemised costing by task and resource aligned with Pricing schedule lump sums (MS excel format)

2.2.1.1.7 Provision of samples

Not applicable.

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

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

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

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

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

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

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

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

R 10 million:

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points 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.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet

their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

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

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

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

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

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

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

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such

other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Part 5)**.

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

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

2.3.10.3.4 Applicable formula:

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

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

$$Ps = 80 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

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	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> 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>				

#	Specific goals allocated points	Preference Points (80/20) Equal/ below R50 mil	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
4	<p>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></p> <p><i>SME partnership, sub-contracting, joint venture or consortiums</i></p>	7	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)
	Total points	20		

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- 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 CCT reserves the right to consider a tenderer's existing contracts with the CCT 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 CCT in determining the acceptability of the tender offer.

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

2.3.11 Negotiations with preferred tenderers

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

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- 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 City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 <small>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</small>
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 23/01/2024	Version: 8 Page 25 of 106

<p>TENDER NO: 224C/2023/24</p> <p>TENDER DESCRIPTION: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report</p> <p>CONTRACT PERIOD: Twenty four (24) months from the commencement date of the contract</p>
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VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

Individual / Sole Proprietor

Close Corporation

Company

Partnership or Joint Venture or Consortium

Trust

Other:

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

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

<p>Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, enclose proof</p>
<p>Is tenderer a foreign based supplier for the Goods / Services / Works offered?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)</p>
<p>Questionnaire to Bidding Foreign Suppliers</p>	<p>a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>
	<p>b) Does the tenderer have a permanent establishment in the Republic of South Africa?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>
	<p>c) Does the tenderer have any source of income in the Republic of South Africa?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>
	<p>d) Is the tenderer liable in the Republic of South Africa for any form of taxation?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>
<p>Other Required registration numbers</p>	<p>Not applicable</p>

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 224C/2023/24: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 224C/2023/24: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report

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

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT 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

.....
.....
.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document 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 CCT 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.

(5) PRICE SCHEDULE

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

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

<u>Phase</u> (reference to Specification section)	<u>Year 1 (month 1 to month 12)</u>		<u>Year 2 (month 13 to month 24)</u>	
	<u>Price (excl VAT)</u>	<u>Price (incl VAT)</u>	<u>Price (excl VAT)</u>	<u>Price (incl VAT)</u>
Phase 1: Inception AND project obligations (1.4.1 and 1.4.8)*				
Phase 2: Data Collection (1.4.2)*				
Phase 3: Data analysis and Imputation (1.4.3)*				
Phase 4: SOEC Energy and Carbon Accounting Tools Enhancement and Integration of Data (1.4.4)*				
Phase 5: Data Views and Product Development (1.4.5) Distributable Data Products (1.4.5.1)				
5.1.a. Sectoral analysis / models drawing on the existing datasets to provide time series for key energy sources from where possible, 2012-2024, such as electricity, fuels, vehicle populations and modes, etc. These should be done in tidy data base structure/formats *				
5.1.b. Technical Report *				

TENDER NO: 224C/2023/24

	<u>Year 1 (month 1 to month 12)</u>		<u>Year 2 (month 13 to month 24)</u>	
<u>Phase</u> (reference to Specification section)	<u>Price (excl VAT)</u>	<u>Price (incl VAT)</u>	<u>Price (excl VAT)</u>	<u>Price (incl VAT)</u>
5.1.c. Update of the CIRIS excel workbook *				
5.1.d. Review of the energy and carbon reporting in year two (Y2) of contract *				
5.2. Infographics (1.4.5.2)*				
5.3. Cape Town State of Energy and Carbon 2025 report (1.4.5.3)*				
5.4. Cape Town State of Energy and Carbon 2025 statistical annexure (1.4.5.4)*				
5.5. Additional material (1.4.5.5), activities listed:				
5.5.a. PowerPoint presentation file covering each section of the report *				
5.5.b. One minute video that encapsulates highlights of the CT SOEC 2025 report *				
Phase 6: City of Cape Town staff training (1.4.6) *				
Phase 7: Dissemination & workshops (1.4.7) *				
Total				

* Refer to item 5.8 below

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 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 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price 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.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 **Tenderer is to price on all items in order to be considered responsive for this tender.**
- 5.9. The price schedule is set up for fixed price per project phase, the phase scope and deliverables are discussed in detail within the Specifications section 13 of the tender document.
- 5.10. In order to understand the costing of the phase lump sums provided in the price schedule, the tenderer shall submit the breakdown of itemised costing by task and resource aligned with the price schedule in MS Excel format.

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

YES		NO	
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3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

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

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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 is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 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 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 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City’s employ and involved in any of the City’s bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City’s employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City’s employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City’s employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

 Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

 Date

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

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

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

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

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

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

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

Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____

(Name of tenderer)

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

The tenderer:

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

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

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

NOT APPLICABLE

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 224C/2023/24 Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

NOT APPLICABLE

Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 12: 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:

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

1. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules.
2. Schedule 14: Company's previous similar projects
3. Schedule 15: Staff with energy and carbon experience
4. Project proposal (not more than 10 pages)
5. CVs of staff showcasing experience in energy and carbon projects
6. Company profile
7. Breakdown of itemised costing by task and resource aligned with Pricing schedule phase deliverable lump sums (MS excel format)

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Staff with energy and carbon experience

Energy and carbon technical lead (one minimum):							
Number	Staff's full name	Number of years' experience	Project name (that staff has worked on)	Project period (start and end date)	Project description and role played	Employer at the time of the project execution	CV of staff included with returnable documents (yes/no)
1.							
Energy and carbon data analyst (two minimum):							
Number	Staff's full name	Number of years' experience	Project name (that staff has worked on)	Project period (start and end date)	Project description and role played	Employer at the time of the project execution	CV of staff included with returnable documents (yes/no)
1.							
2.							
Principal consultant/analyst with experience in communicating technical insights to a wider audience (one minimum):							
Number	Staff's full name	Number of years' experience	Project name (that staff has worked on)	Project period (start and end date)	Project description and role played	Employer at the time of the project execution	CV of staff included with returnable documents (yes/no)
1.							

TENDER DOCUMENT GOODS AND SERVICES		 <small>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</small>
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 23/01/2024	Version: 8 Page 55 of 106

TENDER NO: 224C/2023/24

TENDER DESCRIPTION: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report

CONTRACT PERIOD: Twenty four (24) months from the commencement date of the contract

VOLUME 3: DRAFT CONTRACT

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

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

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

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

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

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

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

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

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

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

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered. (Not applicable)

16. Payment

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid based on invoice schedule agreement between service provider and the CCT during inception phase, aligned with phase delivery outputs.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

17.4 Prices are firm and not subject to adjustment.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be 1% of the value of the phase delivery output for every day that phase delivery output is delayed and outstanding. The dates of each phase delivery output will be discussed and agreed in writing within the final inception report.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
 - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of personal information (POPIA)

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

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

All matters will be treated as confidential and in connection with the tender. You may use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

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

- a) that the tenderer 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 City of Cape Town's reporting purposes;
- b) to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- c) that the personal information the City of Cape Town collects from the tenderer or about the tenderer 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;
- d) that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town 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 City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- e) to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- f) that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- g) that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

..... ,
(Supplier/Mandatory/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

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

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

Witness

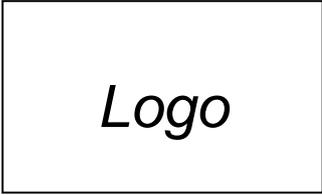
Mandatory

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

Witness

for and on behalf of
City of Cape Town

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



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 224C/2023/24

TENDER DESCRIPTION: Professional services to develop and disseminate the Cape Town State of Energy and Carbon (SOEC) 2025 report

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

Professional services are required to develop the next iteration of the City of Cape Town State of Energy and Carbon (SOEC) 2025 report for the Sustainable Energy Markets Department, Energy Directorate, City of Cape Town.

1 SCOPE OF WORK

1.1 Glossary

AFOLU: Agriculture, Forestry and Other Land Use

CCAP: Climate Change Action Plan for the City of Cape Town

CCT: City of Cape Town

CDP: Carbon Disclosure Project (<https://www.cdp.net/>)

CIRIS: City Inventory Reporting and Information System

ESG: Environmental, social, and corporate governance

GHG: Greenhouse Gas

GPC: Global Protocol for Community-Scale Greenhouse Gas Emission Inventories

IPPU: Industrial Processes and Produce Use

LEAP: Low Emissions Analysis Platform (An energy systems modelling tool (<https://leap.sei.org/>) developed and maintained by the Stockholm Environment Institute)

LPG: Liquid Petroleum Gas

ODP: City of Cape Town Open Data Portal (<https://odp-cctegis.opendata.arcgis.com/>)

SOEC: State of Energy & Carbon

1.2 Context and Alignment to the CCT Energy Strategy (2023)

The City of Cape Town (CCT) launched its council-approved Energy Strategy: 'Our Shared Energy Future' in February 2024 (council approved in October 2023). This Energy Strategy is a significant milestone as it draws together a comprehensive and holistic approach to addressing critical energy priorities; namely mitigating load-shedding in the short term and navigating the energy transition in the longer term. The graphic below illustrates a high level overview of the Energy Strategy. The key commitments/enablers, goals, programmes and goals are showcased in Table 1 for further detail.

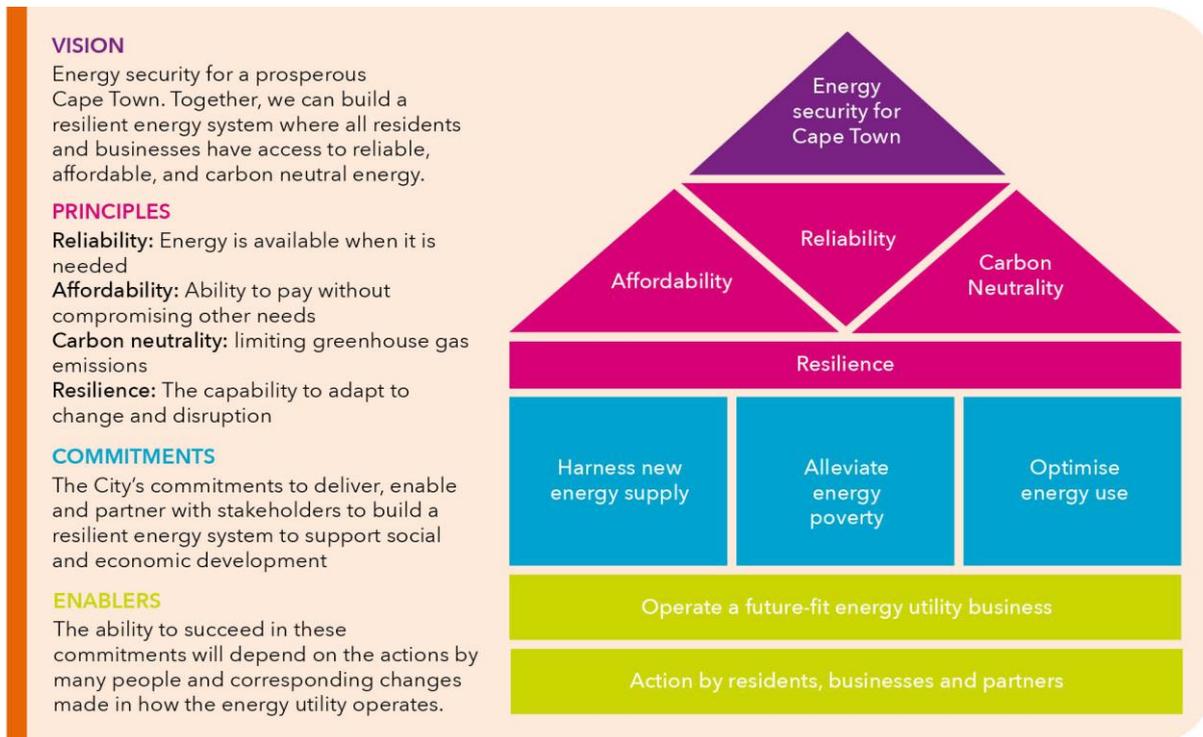


Figure 1: A diagram representing a summary of the structure of the Energy Strategy

The strategy identifies a number of global and local trends, along with a range of critical uncertainties, which are impacting or expected to impact the energy system and the ability to implement the strategy over time. The City as an organisation therefore needs a mechanism to track these key trends and uncertainties in the broader energy system and use this data to signal when there is a need to change the approach to strategy implementation that increases its effectiveness.

Furthermore, the Energy Strategy outlines a range of desired outcomes (vision, the goals and the objectives of the Strategy and its programmes) that are aspirational end-states to strive for and work towards. It is necessary to know whether Cape Town is moving towards or away from these outcomes and whether there are any causal links with the actions undertaken by the City and other stakeholders.

The CT SOEC Report (2025) has been identified as a valuable repository of data and analysis that can be leveraged on a regular basis to better understand these trends, uncertainties and outcomes to inform decision-making for strategy implementation. It is therefore necessary to ensure alignment between the SOEC Report and the Energy Strategy.

Table 1: Outline of the Energy Strategy commitments, goals and programmes to be monitored over time.

Commitment / Enabler	Goal	Programme	Objective
Commitment 1. Harness New Energy Supply	Cape Town's energy demand is met by a reliable and cost-effective supply of increasingly carbon-neutral energy from multiple energy suppliers, with new energy sources introduced to the benefit of residents and businesses.	City-initiated Energy Generation	The City buys power from the private sector, develops its own generation plants, and drives the adoption of innovative energy technologies to facilitate the bulk supply of lower-carbon, cost-effective and reliable energy.
		Utility-scale Energy Storage	The City mitigates against the impact of load-shedding by optimising the use of the Steenbras Hydro Pumped-Storage Scheme and installing new battery energy storage systems at critical City services. In the longer term, the City explores the development of new energy storage solutions that provide ancillary services to enhance distribution system functionality.
		Private Sector Embedded Generation	Where desired, residents, businesses, and communities are empowered to generate their own electricity and sell their excess supply, with distributed energy resources integrated safely into the grid.
		Energy Wheeling and Trading	Customers, generators, and aggregators are able to wheel and trade electricity across the City's distribution network, as made possible through the adoption of the necessary contractual and technological arrangements and the application of cost-reflective use-of-system charges.
Commitment 2. Alleviate Energy Poverty	Indigent households and informal settlement communities are supported to access a range of safe and affordable energy services to meet their daily needs for improved well-being and increased economic participation.	Energy Subsidy Reform	An optimised energy subsidy regime that has a sustainable source of funding and allows un-electrified households to access safe and clean non-grid-connected energy sources.
		Electrification of Informal Settlements and Backyarders on City-owned Land	In line with informal settlement upgrading processes, eligible un-electrified settlements and backyard dwellings on City-owned land across Cape Town are given access to grid-supplied electricity.
		Informal Settlement Public Lighting	Sufficient and cost-effective public area lighting is provided in both electrified and un-electrified informal settlements to improve safety and security.

		Energy Service Innovations for Backyard Dwellings on Private Land	Opportunities for improved energy access in informal backyard dwellings on private land across Cape Town are explored and harnessed, contributing towards improved quality and safety of affordable rental accommodation in Cape Town.
Commitment 3. Optimise Energy Use	Businesses, households, and municipal services use energy efficiently and are supported to manage energy demand to allow for greater use of renewable energy and alternative fuel sources while contributing to balancing the electricity distribution grid.	Energy Efficient City Services	Municipal service continuity and cost-effectiveness is enhanced through investments in energy efficiency, energy management systems, and energy demand reduction in City-owned buildings and facilities.
		Improved Building Energy Performance	Property owners and developers are supported and enabled to optimise their buildings' energy performance through investments in energy efficiency, energy management systems, and energy demand reduction in their buildings.
		Enhanced Demand Response	Effective commercial and residential demand response programmes are implemented so that the City can efficiently balance electricity supply and demand through the distribution network and mitigate load-shedding.
		Support Uptake of Electric Vehicles	Cape Town is a leading electric vehicle-friendly city in South Africa, with the City supporting the uptake of electric vehicles in the public sector over time, while managing the impact of EV-charging on the distribution grid.
Enabler A: Operate Future-fit Utility	A municipal electricity utility with enhanced asset management of energy infrastructure and that adapts its business model and systems to provide financially sustainable energy services in an increasingly competitive and distributed energy system.	Institutional and Workforce Reform	A restructured and capacitated electricity utility department that is agile and sustainable within a changing energy system and has the skills to respond to the changing needs of customers and the energy system more broadly.
		Tariff and Financial Reform	A financially sustainable electricity utility that encourages private-sector participation in energy supply, safeguards the provision of subsidised energy access to indigent households, and ensures that the cost of providing and maintaining electricity infrastructure is fairly distributed across customers.
		Infrastructure and Technology Reform	Enhanced utility operations which support the integration of more distributed energy resource, through modernising and maintaining infrastructure and leveraging digital technologies to ensure a safe and cost-effective distribution grid service and enhanced system operator functionality.
		City-level Energy Planning	The utility makes use of detailed and accurate data sets in system-wide planning and modelling to optimise the functioning and investment in the local electricity system, as supported by the digital and spatial representation of electricity infrastructure systems.
Enabler B: Action by Residents,	All stakeholders in the energy system have the knowledge needed and are	Energy Awareness and Engagement	Residents and businesses are capacitated to make informed energy decisions which support the achievement

Businesses and Partners	supported to take action that contributes to the achievement of energy security in Cape Town.		of key energy priorities in Cape Town
		Energy Data Access	Up-to-date and comprehensive energy datasets and related analysis are made available to applications and accessible by all energy system stakeholders to enable evidence-based decision-making.
		Energy Services Industry Support	Leveraging existing support programmes in the City, entrepreneurs, youth, and job seekers are empowered to take hold of opportunities offered by a growing energy-services sector to increase economic participation and support a thriving energy market in Cape Town.
		Advocacy and Intergovernmental Collaboration	The City has a regularly reviewed, robust and consistent advocacy and collaboration agenda to ensure energy issues beyond the City's mandate are resolved constructively with stakeholders in to the benefit of residents and businesses within Cape Town.

1.3 High-Level Overview of Required Service

The Cape Town SOEC publication is a report produced every five years and documents in detail the energy and greenhouse gas emissions status and trends within the CCT metropolitan boundaries. The report and supporting datasets aim to provide a quantitative and analytical resource covering the City's energy and greenhouse gas (carbon) landscape for use by internal and external stakeholders. These include government departments, researchers, academics, the private sector and investors.

Links to past publications as reference:

SOEC 2003, 2007, 2011, 2015 and 2021 report:

<https://www.capetown.gov.za/Departments/Sustainable%20Energy%20Markets>

CCT Open Data Portal link to SOEC 2021 Report and CCT Outputs data product:

<https://odp-cctegis.opendata.arcgis.com/documents/cpt-state-of-energy-and-carbon-2021/about>

CCT Open Data Portal to CIRIS GHG workbooks:

<https://odp-cctegis.opendata.arcgis.com/documents/cctegis::green-house-gas-inventory/about>

Climate response indicators:

<https://resource.capetown.gov.za/documentcentre/Documents/City%20research%20reports%20and%20review/City-of-Cape-Town-Climate-Response-Data-Overview.pdf>

The 2050 Energy Strategy for the City of Cape Town: Our Shared Energy Future:

https://resource.capetown.gov.za/documentcentre/Documents/City%20strategies,%20plans%20and%20frameworks/Energy_Strategy.pdf

The CCT seeks to appoint professional technical services to deliver the Cape Town SOEC 2025. The SOEC is a 5 yearly publication that presents a comprehensive statistical and contextual overview of the City of Cape Town's energy and greenhouse gas systems. The SOEC is an integral part of the City of Cape Town's monitoring and evaluation, data management and reporting processes for energy and greenhouse gases. As shown below in Figure 2, this scope of work therefore extends beyond just data collection and collation. It is also expected that the service provision include modelling and improvement of the internal data accounting systems to address critical data gaps and to ensure quality and efficient reporting.

Data Collection	Data Generation (imputation & modelling)
Data Systems Improvement	Data Products

Figure 2: The 4 High-level Work Areas Required for the State of Energy and Carbon 2025 Update

The primary deliverable comprises the following:

1. Update the existing energy and carbon time series datasets from the 2021 Cape Town State of Energy and Carbon Report (SOEC) to the latest year available where possible (2024 where available)
2. Outline design and content development of the draft 2025 Cape Town SOEC Report for submission to CCT Communications Department who will implement the publication ready design including final graphics, printing of hard copies and uploading the electronic version to CCT websites.
3. Disseminate the publication and its open data through various mediums.

At a high level, the report and supporting dataset should include:

1. The state of energy supply within the country and in the City
2. Time series data for energy supply and demand by source and sector within the City
3. Time series data for greenhouse gas emissions from each fuel/activity source and sector in the City aligned to the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC) BASIC and feasibility investigation and high-level 1st order estimates for BASIC+.
4. Energy consumption and carbon emission from municipal operations, waste and waste water services
5. For the latest possible year, the City's energy balance, and in comparison to:
 - a. Western Cape Provincial energy balance
 - b. South African National energy balance
6. City energy, greenhouse gas, economic and demographics indicators and in comparison to
 - a. Western Cape
 - b. South Africa
 - c. And other similar global cities

The project requires several outputs, including:

1. Narrative report (to be published in hard copy and digital format),
2. Scientific graphics and infographics,
3. Sectoral analysis models (products),
4. Sectoral Energy and Carbon Accounting Tool (streamline the existing 'CCT Outputs' data product)
5. Tabulated data annexures (update existing MS Excel workbook).

The below sections provides further details of the scope of works required together with known data challenges. The appointed service provider is expected to propose an approach to these and any other challenges in their submission.

The State of Energy and Carbon 2025 report iteration has the following goals:

1.3.1 Goals

1. Inform science based decision-making and policy development in the energy and carbon domain.
2. Promote a sense of confidence in the City's execution of its mandate and civic leadership role with respect to energy and greenhouse gas emissions.
3. Provide comprehensive open data supported by a high scientific standard of metadata.
4. Continuous improvement of technical data standards and methods.
5. Continuous improvement of data coverage, completeness and accuracy.
6. Continuous improvement of reporting standards and data governance in the energy and greenhouse gas emissions space.
7. Provide transparency of important issues and challenges in the energy and greenhouse gas emissions space.

8. Align with the newly launched, 'Our shared energy future: the 2050 Energy Strategy for City of Cape Town' to monitor and evaluate the strategy commitments/enablers, goals and programmes. The focus of the narrative report output will reflect on the statistical data results to better understand the energy landscape trends, uncertainties and outcomes to inform decision-making for strategy implementation.
9. Keep abreast of the way data and data insights are publically reported in an information dense world.

1.3.2 Objectives

In order to achieve the above goals, the following specific objectives have been identified:

1. Review the previous SOEC products (datasets, CCT Outputs workbook, CIRIS workbook, report and data annexures), including its open data and identify gaps, shortcomings and opportunities.
2. Collect, analyse, validate, consolidate all energy and carbon related activity data and build on existing time series data products to establish an accurate and consistent time series from 2012 to 2024 for Cape Town (and where applicable for high level comparison to Western Cape Provincial and South Africa National energy and carbon related indicators).
3. Undertake a comprehensive data collection exercise to cover, at a minimum, the scope of reporting of SOEC 2021 but with intention of improvement of the following:
 - a. Industrial and key industrial sub-sector energy consumption, building on the city-wide SAGERS data for scheduled emitters to be obtained from DFFE.
 - b. Provide a credible estimate of industrial heating fuel consumption (coal, fuel oil, distillates, gas and waste oils) by augmenting the available demand data by directly eliciting sales from the supply side.
 - c. Feasibility investigation and high-level 1st order estimates for extension of the GHG inventory to the so-called "GPC BASIC+" level to include estimates of Agriculture, Forestry and Other Land Use (AFOLU) emissions and the industrial processes and produce use (IPPU) emissions, hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF6) and nitrogen trifluoride (NF3) emissions. This exercise is to investigate the practicality of this level of reporting in the CCT context.
 - d. Building typology (SANS 10400XA typologies) energy intensities (from available data) and how these compare to the SANS 10400XA standard and the City's Net Zero goals.
 - e. Transport energy consumption accounting for the unreported redistribution of fuel across the Province and possible inter-provincial imports to Ankerlig through reconciling supply data with bottom-up demand estimates in provincial municipalities not just the City of Cape Town. This should be reviewed with DMRE and fuel industry experts.
 - f. The detailed distribution of electricity consumption within income grouped households in the City of Cape Town supply area and trends over time (reference to SOEC 2021, Figure 17).
 - g. Trends in electrification relative to the burden of urbanisation and projected urbanisation in both City and Eskom supply areas.
 - h. Obtaining electricity consumption by tariff type and suburb in the Eskom distribution area. This was last obtained for CCT by a consultant for 2017. Eskom routinely shares this data for the GHG inventories of other municipalities so while the challenges are acknowledged the vendor should explore all reasonable steps to acquire this key data.
 - i. Using analysed aerial footage, City of Cape own SSEG registration data and any data available for the Eskom supply area provide more detail on SSEG installations that includes trends in system size and prices, residential/commercial/industrial split, geographical spread, income group uptake, PV technology prevalence and embedded storage on the grid.
 - j. A comprehensive electricity supply overview including all embedded and wheeled production and the known allocation of green attributes from that production.
 - k. A detailed overview of energy consumption and emissions drivers that includes GVA, population, households, building floor area by typology, SSEG uptake, bulk electricity prices and vehicle ownership. Long term projections of these drivers used within planning, particularly sector planning in the City should be included so that external scientific work can choose to align any complementary analysis.
4. Analyse and assess the data collected, identifying and confirming known gaps that require imputation by techniques like scaling or bottom-up modelling.
5. Formalise the bottom-up sectoral models required to impute the data that is not available or unreliable within a framework of related spreadsheet workbooks so that they can be re-used annually. Formalisation involves consistent formatting of inputs and outputs, clear and traceable calculation logic and complete metadata. A bottom-up model MS Excel workbook should be of a standard to be shared publically.

6. Where possible these bottom-up models should align to the City of Cape Town LEAP energy systems model, for instance by using the same demand-side sector typologies, so that the estimates can be implemented in the LEAP model.
7. Some energy carriers, particularly petroleum fuels like LPG, require provincial aggregates to be split by provincial scale modelling or at least be subjected to a sense check of a reasonable allocation to the rest of the province. Relevant colleagues at the Western Cape Government should be engaged early on and wherever possible data should align. In particular the SAGERS data for the province should be assessed which will require the permission of both the Department of Forestry, Fisheries and Environment (DFFE) and the Western Cape Provincial Government.
8. Produce a validated and credible energy balance for the most recent possible year with supporting metadata as a stand-alone product.
9. Streamline the existing multi-year CCT Energy and Sectoral Energy and Carbon Accounting Tool¹ (previously named CCT Outputs) for ongoing internal use with attention to the following:
 - a. The tool must be structured around supply/demand balance principles for both energy and emissions.
 - b. The tool should compactly summarise the supply demand balance for energy and emissions such that the chain of calculations from the input values to the final values are as traceable and easy to validate as possible.
 - c. Include GHG emissions baselines and source allocation (e.g. specific plants or operations) for specific City services including Urban Mobility, Waste, Wastewater, Electricity and Solid Waste and Safety and Security to support the Environmental, social, and corporate governance (ESG) reporting requirements of Development Finance Institutions.
 - d. Provide a framework for metadata including data quality.
 - e. Be of a scientific and presentation standard to be shared publically
10. Establish, update existing and new sectoral analysis models drawing on the existing datasets to provide time series for key energy sources, such as electricity, fuels, vehicle populations, etc. from where possible, 2012. These should be done in tidy database format.
11. Develop “**system-at-a-glance**” infographics and data graphs of the energy and carbon data that illustrates how system components (e.g. wastewater plants) are linked, particularly illustrating and putting numbers to the **scope and scale** of City of Cape Town operations. This will require engagement across directorates.
12. Align the CT State of Energy and Carbon 2025 report to the newly launch CT Energy Strategy (2023), providing the evidence based data analysis and trends to inform the status of the strategy commitments, enablers, goals and programmes. The alignment and expectations of the narrative sections and quantitative and qualitative related infographics and graphs to compile the report has been detailed within Section 1.4.5.2 and 1.4.5.3 of Phase 5. The previous editions of the SOEC reports should be used as reference.
13. A summary of key insights, narrative overview, infographics, graphs, selected photographs and statistical annexures should be consolidated into a distributable publication that will provide a comprehensive overview of the state of energy and carbon in Cape Town and how the trends, uncertainties and outcomes inform decision making for the implementation of the Energy and Climate Change strategies.
14. Separately document the methodologies used to develop the final data, including data collection, a review of sources and bottom-up modelling or scaling in a technical report that will serve as the primary metadata for the open data.
15. Communicate the open data and the distributable publication to stakeholders through technical workshops.
16. The service provider must ensure City staff are also capacitated and familiar with all methodologies used in the study. Training (teaching) and skills transfer needs be incorporated during the full life cycle of the data product development. The Technical report should be used as a theoretical foundation for this training.

1.3.3 Broad Approach (high-level)

The City of Cape Town’s energy and carbon data management and reporting workflow is shown below. The solid lined processes are those that are included in the scope of this tender. Essentially the consultant is required to undertake enhanced data collection and validation from what would be undertaken on a routine annual basis. The existing data preparation processes and tools are required to be reviewed, streamlined and improved and used to produce the best possible data view with comprehensive and scientifically credible supporting metadata. This

¹ This tool is brings the different data sources together into one place where it can be validated and organised prior to reporting. See ‘Outputs’ workbook posted with the SOEC 2021 open data.

view is to be organised in a high quality publication that conveys the essential insights and the main features of the energy and carbon systems. The City of Cape Town team will collate, with the support of the consultant the databases, version of the accounting tool and supporting bottom-up models that are appropriate for public open data. The consultant is required to support with the communication of the final data products to stakeholders through workshops.

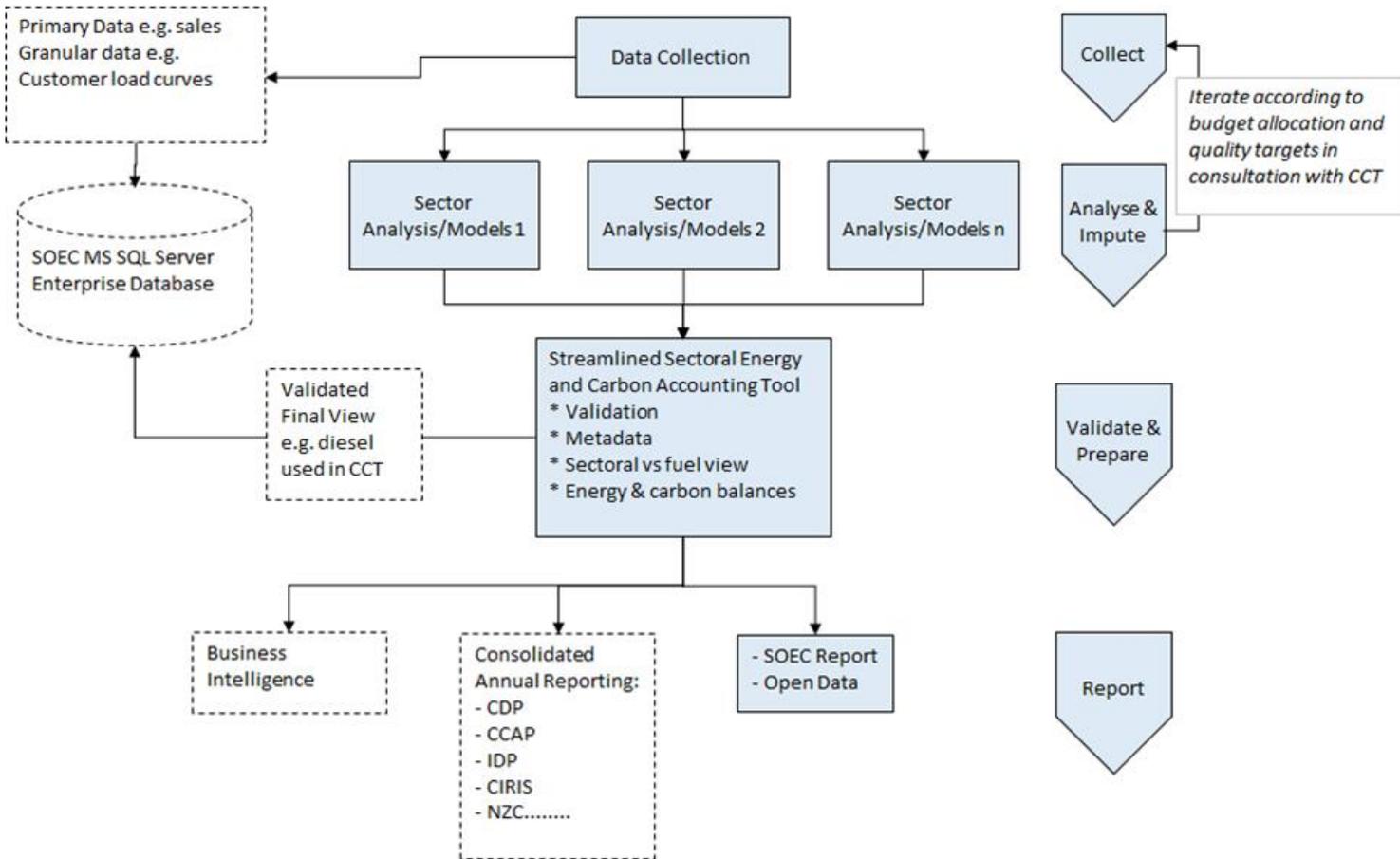


Figure 3: City of Cape Town Energy and Carbon Data Workflow with Consultant Requirements highlighted

The objectives above are to be achieved in the following project phases:

Table 2: Project Phases

Phase 1	Inception
Phase 2	Data Collection
Phase 3	Data Analysis and Imputation
Phase 4	Accounting Tool Development and Integration of Data
Phase 5	Data Views and Products Development
Phase 6	City of Cape Town Staff Training
Phase 7	Dissemination & workshops

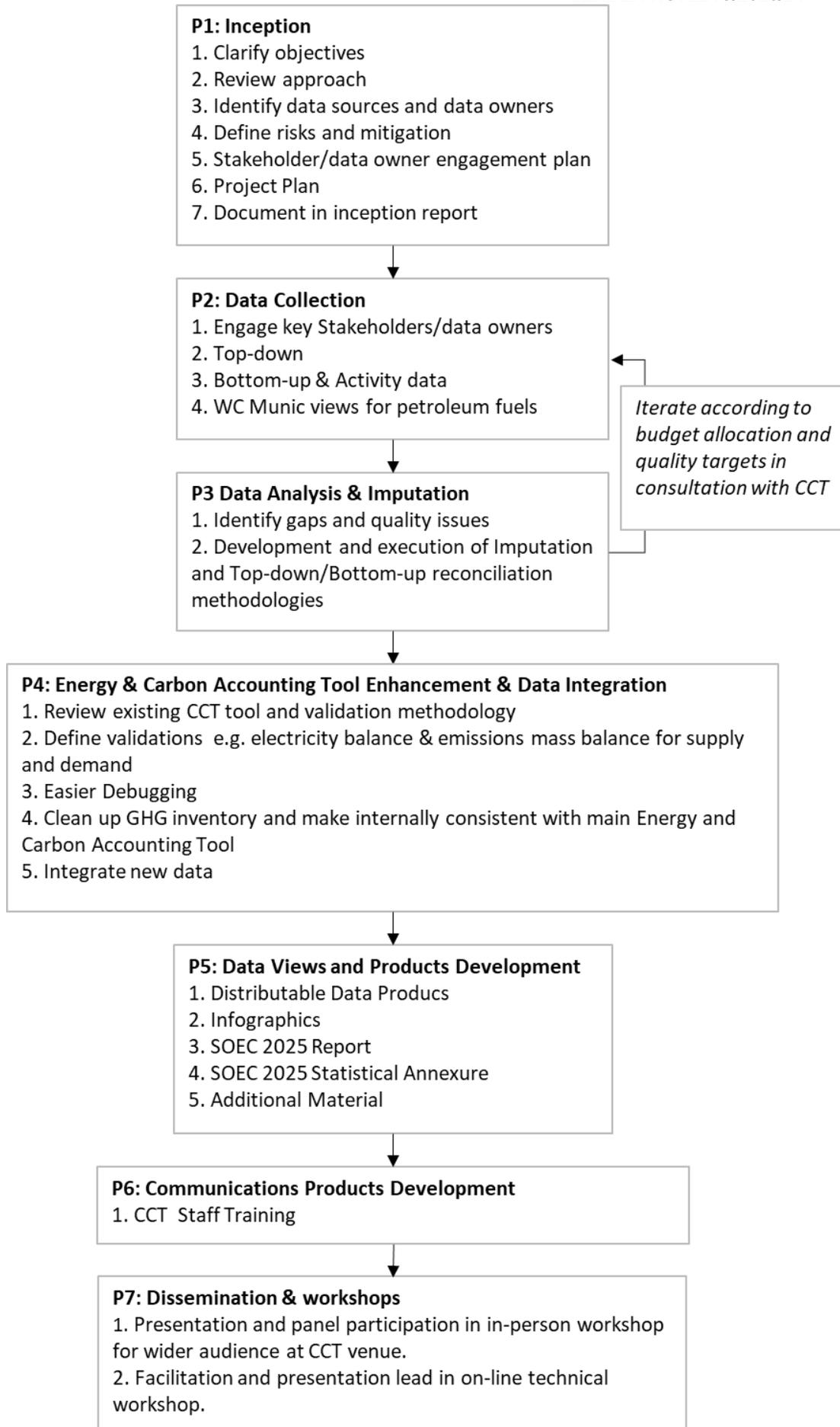


Figure 4: Project Phases and High-level Detail of Tasks

1.3.4 Geographical scope

The geographical scope is the City of Cape Town local municipality for electricity and jet kerosene data and the associated emissions but all local municipalities in the Western Cape for other energy commodities.

1.3.5 Timeline

Given the iterative nature of working with data the phases of the project will not in practice be executed sequentially. The publication planning and design should also be started as early as possible. The project is intended to be executed within a 24 month project period, there are indications of when products are required to be delivered. The milestones and timeframes shall be discussed in detail on award of the project and agreed by all parties. The invoice schedule will be aligned with phase delivery outputs, which will also be discussed and agreed upon during the inception phase of the project. Payments will be made based on the agreed phase delivery outputs achieved during the course of the project, each deliverable will be reviewed and signed off by the CCT project manager.

The City of Cape Town aims to have the finalised narrative report with accompanying infographics publicly available (at the minimum online) at the end of 2025. Hence the timing of the data collection, analysis and report development should be strategically planned to meet this deliverable. Finalisation of datasets, tools, planning and delivery of workshops can occur post-delivery of the main public report.

1.3.6 What will the City provide?

1. Access to data including billing (CCT aggregated sales) and commodity purchase data, where available
2. Historic electricity production and energy consumption data for Steenbras Pumped Storage Power Station, Athlone Gas Turbine and Roggebaai Gas Turbine
3. Operations liquid fuel consumption including fleet e-fuelling data
4. Delegation to a Senior Professional Officer within the Energy Directorate to co-ordinate the transfer of information, the necessary interviews and discussions with key staff, progress meetings and technical engagements

1.4 Detail of Expected Deliverables

The detailed requirements for each phase of work is described below:

1.4.1 Phase 1: Inception & project obligations

The aim of the inception phase is to review the status of data collection and data systems at the time of project commencement and revise objectives and approaches where necessary. The following should be documented in an inception report:

1. Clarified objectives
2. Revisions to approach
3. Data sources and data owners
4. Project risks and mitigation
5. Stakeholder/data owner engagement plan
6. Project management, reporting by phase milestone delivery and invoice schedule

1.4.2 Phase 2: Data Collection

The service provider is required to update the existing Cape Town energy and carbon data to the latest available year. This requires data collection covering a scope of, at minimum, that of the SOEC 2021 publication. Essentially the scope of data collection covers data on direct energy consumption disaggregated by sector and also data of the activities within sectors that drive consumption (activity data). These are important not just for understanding demand for energy but are frequently required for estimating the split of aggregates into sectors. The minimum scope for collection of primary energy commodities and energy carrier's data is presented below in

Table 3. Note that in contrast to SOEC 2021, an allocation to each local municipality in the Western Cape is required for the main petroleum fuels to address the diminishing spatial resolution of this data. This will require the collection of relevant activity data for each local municipality which is discussed in more detail in the sections below.

Table 3: Coverage of Data Collection Phase – Supply and/or demand of primary energy and energy carriers

Energy Commodity	Geographical Scope of View
Electricity	CCT
Coal	By WC Local Municipality ¹
Coke and Patent Fuels	CCT
Fuel Oils (Light and Heavy for heating and marine use)	By WC Local Municipality
Petrol	By WC Local Municipality
Diesel (incl. for marine use)	By WC Local Municipality
Illuminating Paraffin	By WC Local Municipality
Aviation Gasoline	CCT
Jet Kerosene	CCT
Liquid Petroleum Gas	By WC Local Municipality
Natural Gas	CCT
Solar	CCT
Wind	CCT
Hydro	CCT
Biogas	CCT
Biomass	CCT
Waste Fuels	CCT

¹: Coal is not surveyed by DMRE so WC local municipality level assessment will likely be restricted to the scheduled emitters in the provincial level SAGERS data

These energy demands as well as non-energy GHG emissions estimates need to be allocated by sector as follows, conforming mostly to the GPC protocol with additional detail for road transport. Note that AFOLU and IPPU sectors were not reported in SOEC 2021 and are new, requiring 1st order estimates to assess the feasibility of ongoing collection and reporting in the local context.

Table 4: Sector Coverage of Data Collection Phase

GPC Sector	GPC sub-sector	Additional	Typical Activity Data
Stationary Energy	Residential		Households & household intensities
	Commercial		Floor area
	Local Government		Various
	Industrial		Various
	Energy Industries		production
Transport	Road Transport	Minibus (public)	Vehicle count, pkm, tkm
		Large bus (public)	
		Private Cars	
		Private motorcycles	
		Heavy Commercial	
		Medium Commercial	
	Light Commercial		
	Rail		pkm, tkm*
	Water		tkm
Aviation		Domestic & international flights	
Off-road (agriculture, construction & mining)		area under cultivation; construction volumes	

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GPC Sector	GPC sub-sector	Additional	Typical Activity Data
Waste – solid waste and wastewater			Tonnes and litres
AFOLU (Feasibility & 1 st order High-level estimates only)			area green space by use
IPPU (Feasibility & 1 st order High-level estimates only)			various

*pkm = passenger.km; tkm = tonne.km

The national energy balance allocates energy demand to ISIC sectors of interest as shown below in

Table 5. Low data quality and coverage prohibits standardising reporting for the City of Cape Town at this level but where available this level of disaggregation should be included in data collection.

Table 5: ISIC Industrial Sectors of Interest to be Included in Data Collection Phase where Data is Available

Iron and Steel	Food and Tobacco
Chemical and Petrochemical	Paper Pulp and Print
Non-Ferrous Metals	Wood and Wood Products
Non-Metallic Minerals	Construction
Transport Equipment	Textile and Leather
Machinery	Non-specified Industry
Mining and Quarrying	

As in SOEC 2021 additional non-energy data is required to be collected with the addition of detailed vehicle sales data which is only available from a subscription service and therefore needs to be built into the cost. The data required is as follows:

Table 6: Socio-Economic, Demographic & Miscellaneous Inclusions in Data Collection Phase

Population	Possible Supplier	Not Public and Data Cost to be Included in Quoted Price
Households	Stats SA	No
GVA	Stats SA, CCT Economic Policy Unit	No
Unemployment & Poverty Indicators	Stats SA	No
National grid emission factor	Eskom	No
National registered power plant production	NERSA	No
Local air pollution fuel based emission factors	Various www resources	No
Vehicle Sales 2018 – 2023 (or latest year available) for the Western Cape Region, Greater Cape Town Area and any other available sub-regions of the Western Cape. Sales to be disaggregated by the following attributes: <ul style="list-style-type: none"> • Market (Passenger, LCV etc.) • Manufacturer • Make/Model • Bodyshape / Application • Model Year • Source (Import /Local) • Suggested Retail Price • Engine Size • kW Rating • Fuel Type (Petrol, Diesel, Electric, Hybrid) • Drive Type (4X4 etc.) • Gross vehicle mass (GVM) 	Lightstone Auto*	Yes

<ul style="list-style-type: none"> • Labelled Fuel Consumption (ECE or equivalent emissions test) • Labelled CO2 Emissions (ECE or equivalent emissions test) • Fuel Injection Type • NAAMSA Detailed Typology (e.g. "G3 – SUV Large") 		
--	--	--

** In general for these subscription based services one month's subscription is sufficient to download this static view*

See Table 8 below in the SOEC outline for further miscellaneous and derived data views that affect the scope of data collection.

1.4.3 Phase 3: Data Analysis and Imputation

The purpose of this phase is to:

- Review and analyse the data to identify gaps and quality issues
- Develop and execute imputation and top-down/bottom-up reconciliation methodologies to address gaps

The main quality issues are however understood and fall into two categories:

1. **Provider transparency:** Directly measured data, for example Eskom electricity sales, is not consistently shared or is embargoed by the relevant entity
2. **Coverage:** The data is not measured or measured at partial or coarse resolution. This is the case for most non-electricity energy carriers.

1.4.3.1 Addressing Provider Transparency Deficiencies

These cases require early action and a multi-pronged approach. The current status is that the main gaps are Eskom distribution area electricity sales (last provided 2018) and ACSA data for jet fuel consumption at Cape Town International Airport (Annually reported to NERSA and last provided 2020). The following approaches can be tried in order of preference:

- Direct solicitation.
- In the case of Eskom, CCT Network Control could be asked to act as intermediary as they have a customer relationship with Eskom
- PAIA application
- Estimate by scaling or other technique

1.4.3.2 Addressing Coverage Deficiencies

Municipal and even national petroleum fuel supply volume data have become increasingly uncertain as the industry has changed with more wholesalers entering the market and dealing in larger volumes. The Department of Mineral Resources and Energy surveys the sales of the so-called 5 oil majors annually but not the large wholesalers, allocating supply to magisterial districts. These wholesalers can redistribute large volumes of fuel, including to very large consumers like Ankerlig Power Station, far from their head office address (often spatially locates the volumes from the supply side) making the sub-provincial and potentially provincial allocation of petroleum fuel supply highly uncertain. This is further complicated in the case of illuminating paraffin and diesel by the illegal, yet widespread, adulteration of the latter with the former. Bituminous coal is historically distributed by quite small suppliers in Cape Town and, as it is produced in the country or imported through Botswana or Mozambique, is not evident in SARS import data for the Western Cape. The availability of data for scheduled emitters, typically larger firms, from the DFFE SAGERS system has however vastly improved the tracking of heating fuels at municipality resolution. The Google Environmental Insights Explorer provides a verified figure for annual vehicle km travelled within the municipal boundary as well as that initiated within the boundary.

The service provider is required to reconcile top-down and bottom-up methods to produce the best available estimate of consumption of non-electricity fuels for the reporting year, correcting the previous 3 years where possible. The general approach is presented below in Figure 5. Top-down collection should be at provincial and municipality level for the Western Cape and a plausible allocation of the provincial aggregate made to the municipalities in the Western Cape through bottom-up analysis.

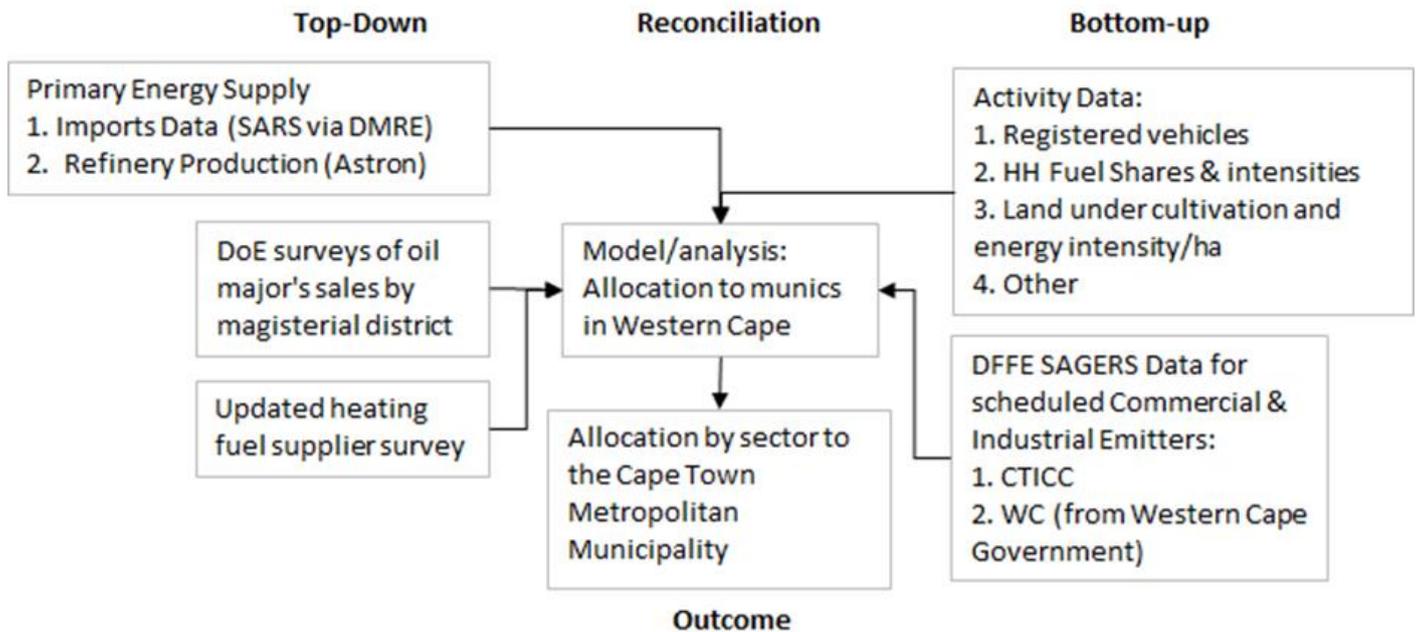


Figure 5: Required Approach to addressing data gaps and quality for non-electricity fuels²

The deliverable of this phase will be a set of related thematic data MS Excel workbooks (sector analysis models) that would be used as standalone data products but also be used as data inputs within the SOEC Sectoral Energy and Carbon Accounting tool in Section 1.4.4.

1.4.4 Phase 4: SOEC Energy and Carbon Accounting Tools Enhancement and Integration of Data

The purpose of this phase is to adapt and improve the City's energy and carbon accounting tools. The current tools are the 'Outputs' workbook which feeds a subset of its validated data to the greenhouse gas inventory which is deployed in the GPC compliant 'CIRIS' framework (both posted on the open data portal). The main focus of the accounting tools enhancement phase is the 'Outputs' (MS Excel) workbook tool which is intended to facilitate validation and debugging of the data and to organise it in logical tables to facilitate reporting and checking. The 'Outputs' tool enhancement should include the following as minimum functional requirements:

1. A review and streamlining of the existing 'Outputs' tool to make it simpler and easier to debug and review basic validations where possible.
2. The tool should accommodate time series data from 2012-2024.
3. The tool should be built around supply/demand balance principles for both energy and emissions.
4. Energy balances and supporting metadata are components.
5. The tool should compactly summarise the supply demand balance for energy and emissions such that the chain of calculations from the input values to the final values are as traceable and easy to validate as possible.
6. The tool should facilitate the easy extraction of time series data for tabular and graphical presentation in the SOEC and as open data.
7. The accounting tool should be structured to easily extract operations GHG emissions baselines and source allocation for specific City line departments including Urban Mobility, Waste, Wastewater, Electricity and Solid Waste and Safety and Security to, amongst other applications, support the ESG reporting requirements of Development Finance Institutions.
8. The tool should provide a framework for metadata including data quality.
9. The tool should include clear, concise and transparent methodologies and assumptions.
10. The tool should include summary tables that assist with GHG accounting and relevant energy and carbon indicators for reporting requirements.

² This methodology is demonstrated for petrol and diesel in the following study that can be provided on request: EScience, SEA and CAPIC, Dec 2019, Techno-Economic Analysis of Energy in the Western Cape Transport Sector. Report prepared for the Department of Economic Development and Tourism of Western Cape Government

11. Certain commodity flows and activity data for example, CCT electricity sales, fuel sales by commodity and registered vehicles are ideally managed in a 'tidy' database structure from which informative 'human readable' views are pivoted. The tool's link to or incorporation of such databases needs to be incorporated into the design of enhancements.

The CIRIS GHG inventory framework would ideally be retained but the included internally compiled supporting sheets that have evolved organically over successive reporting cycles should be consolidated and aligned with other views and analysis. The relationships between the two accounting tools need to be set up so that the inventory derives from and is internally consistent with the validated energy balance and carbon mass balance.

1.4.5 Phase 5: Data Views and Product Development

A number of data products are required to be developed once the latest data has been collected, analysed, validated. These are described below.

1.4.5.1 Distributable Data Products

The SOEC 2021 data was assembled and stored in an excel file known as the 'Outputs' database which fulfilled multiple roles including validation framework, database, bottom-up models, metadata framework and graphing of key parameters. The entire file is made available on the City's open data portal annually after each update.

While the database function is being shifted to a server based enterprise database the data still needs to be organised into an open data product. The single workbook had the advantage of offering one integrated package of data and metadata but has a number of disadvantages:

- Types or themes of data are not searchable
- The structure was too complicated to check, maintain and navigate
- Repurposing with applications other than Excel would have been inconvenient

The following SOEC 2025 distributable data products are required:

1. Sectoral analysis / models drawing on the existing datasets to provide time series for key energy sources from where possible, 2012-2024, such as electricity, fuels, vehicle populations and modes, etc. These should be done in tidy database structure/formats. (Pricing schedule as 5.1.a)
2. As per Phase 4 above, SOEC Sectoral Energy and Carbon Accounting Tool.
3. Technical Report including: methodologies used to develop the final data, including data collection, a review of sources and bottom-up modelling or scaling. This report will serve as the primary metadata for the open data. Note this is NOT the Cape Town State of Energy and Carbon 2025 report. (Pricing schedule as 5.1.b)
4. Support the City staff to update the CIRIS workbook with the updated data for the current reporting cycle (Y1 of contract, depending on contract award date, should be 2023 base year reported in 2025). (Pricing schedule as 5.1.c)
5. Act as a review role to the City staff updating the data products for the next year's energy and carbon reporting requirements (Y2 of contract depending on contract reward date, should be 2024 base year reported in 2026). (Pricing schedule as 5.1.d)

With the following requirements:

- a. The target audience is of a technical nature.
- b. Time series data for energy, carbon, socio-economic and activity data for 2012 to 2024 should form a series of components.
- c. The distributable data product will consist of a number of components (datasets) that will be distributed on the City's Open Data Portal and in the case of spatial data also on the City's internal GIS platforms.
- d. Data products are to be created in comma separated variable format in a 'tidy' database³ structure.
- e. A metadata standard is to be adopted⁴ with consideration of how metadata can be best posted on the City Open Data Portal.
- f. All data sources, citations, methodologies and data analysis techniques are considered metadata and should be clearly defined and documented.

³ Generally variables are in columns and observations in rows. In many energy or emissions related examples the quantities will be in one column and the associated attributes such as source, units or activity will be in columns to the left. More human readable time-series data and flat tables can be generated by pivoting tidy data (see <https://vita.had.co.nz/papers/tidy-data.pdf>)

⁴ See <https://www.datafirst.uct.ac.za/> for reference

- g. All data gaps, anomalies, and imputation using bottom-up, scaling and proxy methodologies, as finalised with the City’s project team, are to be clearly documented as metadata.
- h. All data is for public dissemination and should have the required permissions or be anonymised, aggregating where necessary.

1.4.5.2 Infographics (Pricing schedule as 5.2)

For SOEC 2025 infographics are intended to be the main means of presenting data, information and insights in their context rather than the extensive narrative overviews of previous editions.

These will be of two types:

1. Key data points and trends for each of the Energy Strategy’s commitments and enablers
2. “System-at-a-glance” infographics of the energy and carbon data will illustrate how key system components (e.g. wastewater plants) and commodity flows are linked, particularly illustrating and putting numbers to the scope and scale of City of Cape Town operations. Supply and demand commodity flows must balance.

The type 2 in particular will require engagement across directorates and identification and high-level documentation of the major sites inside the municipal boundary that link to energy supply, transformation, transmission and demand and the generation of greenhouse gas emissions. These system infographics are also essential for validation and the correct calculation of indicators. For example the infographic below, essentially a high-level single line diagram of the electricity network, is used to derive a supply demand electricity balance, correctly allocate losses to scopes in the GHG inventory and correctly calculate a local emissions factor.

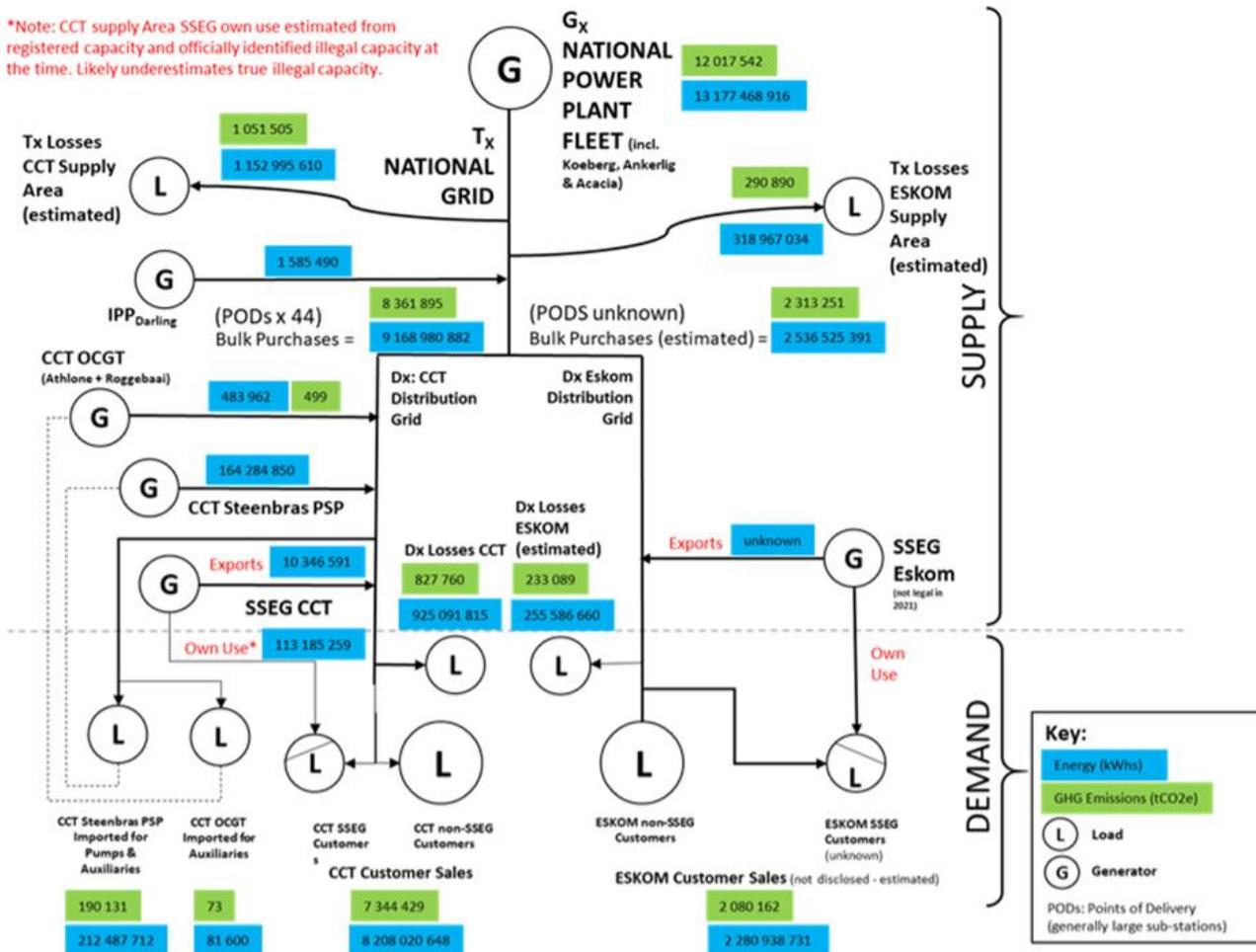


Figure 6: Example Schematic Infographic Attributing Flows and GHG Emissions to Electricity Supply and Demand for the City of Cape Town 2021

The following are the specific requirements:

1. As part of this project the service provider, in consultation with the City's project team during inception phase and during the course of the project execution, are to develop the 26 infographics and graphs indicated in the draft Cape Town State of Energy and Carbon 2025 report outline below. A maximum of a further 10 may be defined at inception or during project execution which brings the number of graphics required to a total of 36, see Table 7 below of this draft list.
2. Infographics are required to be drafted and prepared in consultation with the project team in a common format (MS Office, png etc.) in order for them to be easily editable. The editable electronic versions of the images are to be handed over to the city for future editing and repurposing.
3. The infographic needs to be easy to understand.
4. System infographics of City of Cape Town operations should illustrate a line function's (e.g. water supply) GHG emissions baseline that is also a dataset that can be used for the ESG reporting requirements of Development Finance Institutions (concessional DFI loans are often at directorate level).
5. The CCT designers will produce the final design artwork in high resolution.
6. The infographics are to be included within the narrative report and published as standalone images that can be included in presentations or other documents.

Table 7: draft outline of figures and illustrations required within the SOEC 2025 report, to be finalised during the project.

Figure	Section	Title (to be confirmed)
1	2	2 X Pie Charts of shares of energy consumption For Cape Town by source and sector (see Figure 2 in SOEC 2021)
2	2	2 X Pie Charts of shares Of GHG emissions For Cape Town by source and sector (see Figure 1 in SOEC 2021)
3	2	Local government (CCT) energy consumption by energy source (see Figure 23 in SOEC 2021)
4	2	Local government (CCT) energy consumption by service sector[1] (see Figure 24 in SOEC 2021)
5	2	Local government (CCT) greenhouse gas emissions by service sector (see Figure 25 in SOEC 2021)
6	2	Local government (CCT) electricity consumption by service sector (see Figure 26 in SOEC 2021)
7	4	Structure of the Energy Strategy
8	4.1	Infographic: key data points and trends Harness New Energy Supply Commitment
9	4.1	Graph: Electricity consumption by quintile over time (2008 – latest year available)
10	4.2	Graph: Real electricity prices over time for 'Lifeline' (indigent) customers (2003 – latest year available)
11	4.2	Graph: FBE (Lifeline) customer count trend for CCT and Eskom areas with count of unelectrified households on secondary axis (last 10 years where available).
12	4.2	Infographic: key data points and trends for Alleviate Energy Poverty Commitment
13	4.3	Infographic: key data points and trends Optimise Energy Use Commitment
14	4.4	Graph: Incident count and cost of theft and vandalism to the utility over time (10 years if available)
15	4.4	Graph: recorded count of incidents of harassment and assault on utility teams (10 years if available)
16	4.4	Infographic: key data points and trends 3.4 Enabler A. Operate a Future-fit Utility
17	4.5	Infographic: key data points and trends 3.5 Enabler B: Action by Residents, Businesses and Partners
18	5.1	City-wide bar chart of sector emissions over time (2012, 2015, 2019, latest year)
19	5.1	Stacked area chart of sector emissions shares of absolute emissions targets (2018 – 2050) in Mt with actuals (2018 – latest year) over-layed as points
20	5.2	Infographic: Energy and carbon associated with electricity supply and demand showing key sites and flows

Figure	Section	Title (to be confirmed)
21	5.3	Infographic: Energy and carbon associated with water supply and demand showing key sites and flows
22	5.4	Infographic: Energy and carbon associated with solid waste generation and disposal disaggregated by sector showing key sites and flows
23	5.5	Infographic: Energy and carbon associated with wastewater generation and treatment showing key sites and flows (these must balance)
24	5.6	Transport Infographic 1: Energy and carbon associated with transport services and mode, key trunk infrastructure and liquid fuel inputs
25	5.6	Transport Infographic 2: Energy and carbon associated with transport services and mode, key trunk infrastructure and liquid fuel inputs
26	7.1	Sankey diagram of energy flows
27	n.a.	TBC View derived directly from collected data set to support narratives
28	n.a.	TBC View derived directly from collected data set to support narratives
29	n.a.	TBC View derived directly from collected data set to support narratives
30	n.a.	TBC View derived directly from collected data set to support narratives
31	n.a.	TBC View derived directly from collected data set to support narratives
32	n.a.	TBC View derived directly from collected data set to support narratives
33	n.a.	TBC View derived directly from collected data set to support narratives
34	n.a.	TBC View derived directly from collected data set to support narratives
35	n.a.	TBC View derived directly from collected data set to support narratives
36	n.a.	TBC View derived directly from collected data set to support narratives

1.4.5.3 Cape Town State of Energy and Carbon 2025 Report (Pricing schedule as 5.3)

Working title draft outline of the SOEC 2025 Report: (the draft outline may be subject to changes that don't extend scope and shall be fully discussed and finalised within the inception phase of the project) As specified above, key graphics are listed below but the full list will be finalised during the inception phase or during the planning and execution of this report.

- A. Acknowledgements
- B. Foreword (Mayor's office)
- C. Contents
- D. List of Tables
- E. List of Figures
- F. Abbreviations & Glossary

1. Introduction

Allude to changes in the Energy and Carbon landscape since 2021 including:

- Severe Loadshedding
- The Mayors Priority Projects (MPP)
- Power Producer Procurement Programmes
- CT Energy strategy (2023)
- Integrated Resource Plan 2023
- Presidential Climate Commission
- Climate Change Act

2. Energy and Carbon Statistical Overview

Brief narrative touching on status quo and trends in energy and electricity demand and GHG emissions in Cape Town and the City of Cape Town local government.

Required graphics (latest year):

- 2 X Pie Charts of shares of energy consumption For Cape Town by source and sector (see Figure 2 in SOEC 2021)
- 2 X Pie Charts of shares Of GHG emissions For Cape Town by source and sector (see Figure 1

in SOEC 2021)

- Local government (CCT) energy consumption by energy source (see Figure 23 in SOEC 2021)
- Local government (CCT) energy consumption by service sector⁵ (see Figure 24 in SOEC 2021)
- Local government (CCT) greenhouse gas emissions by service sector (see Figure 25 in SOEC 2021)
- Local government (CCT) electricity consumption by service sector (see Figure 26 in SOEC 2021)

3. Energy and Carbon Data and the Mandates Gap

- What is required in terms of energy and carbon data collection and reporting for a modern city and why?
- What a South African metropolitan municipality is actually mandated to collect or access?
- Gaps in state data practice, enabling policy and mechanisms at the local government level

4. State of Energy through the lens of the City's Energy Strategy

- Short overview of Strategy. Introduce Principle, Commitments, Enablers etc.
- Energy Strategy's visions, goals and objectives
- The end state and long term goal of decarbonisation
- The monitoring and tracking of goals and achievements.

Required graphics:

- Infographic: Structure of the Energy Strategy (Figure 2 in Our Shared Energy Future publication)

4.1 Commitment 1. Harness New Energy Supply

Narrative: key trends. Are we achieving the Energy Strategy's visions, goals and objectives?

Required graphics:

- Infographic: key data points and trends

4.2 Commitment 2. Alleviate Energy Poverty

Narrative: key trends. Are we achieving the Energy Strategy's visions, goals and objectives?

Required graphics:

- Graph: Real electricity prices over time for 'Lifeline' (indigent) customers (2003 – latest year available)
- Graph: Distribution by quintile of average residential monthly consumption 2013 to 2023 with and without estimated PV on-site use added in (see SOEC 2021 Figure 17)
- Graph: FBE (Lifeline) customer count trend for CCT and Eskom areas with count of unelectrified households on secondary axis (last 10 years where available. Unelectrified household data to be sourced from the utility's electrification team not the General Household Survey).
- Infographic: key data points and trends

4.3 Commitment 3. Optimise Energy Use

Narrative: key trends. Are we achieving the Energy Strategy's visions, goals and objectives?

Required graphics:

- Infographic: key data points and trends

4.4 Enabler A. Operate a Future-fit Utility

Narrative: key trends. Are we achieving the Energy Strategy's visions, goals and objectives?

Required graphics:

- Graph: Incident count and cost of theft and vandalism to the utility over time (10 years if available)
- Graph: recorded count of incidents of harassment and assault on utility teams (10 years if available)
- Infographic: key data points and trends (Note if above are integrated it is not necessary to repeat the information)

⁵ buildings, water and sanitation services, solid waste, street lights, traffic lights, vehicle fleet and stationary fuel usage

4.5 Enabler B: Action by Residents, Businesses and Partners

Narrative: key trends. Are we achieving the Energy Strategy's visions, goals and objectives?

Required graphics:

- i. Infographic: key data points and trends

5. State of Carbon

A preamble should briefly set the scene for why the state of carbon is focussed on understanding and quantifying the urban services systems that the City has mandates for in this edition. This is primarily the importance of baselines for effective planning and targeted climate finance. Concessional loans are, for example, frequently made at a directorate level so each bulk service needs a clear baseline.

5.1 Overview of sources and trends

Required graphics:

- i. City-wide bar chart of sector emissions over time (2012, 2015, 2019, latest year)
- ii. Stacked area chart of sector emissions shares of absolute emissions targets (2018 – 2050) in Mt with actuals (2018 – latest year) overlaid as points

Supporting narrative with point form key insights, not a description of the graphs < 1 page

5.2 Electricity Supply and GHG emissions

Infographic: Energy and carbon associated with electricity supply and demand showing key sites and flows (these must balance)

Supporting narrative with point form key insights, not a description of the infographic < 1 page

5.3 Water supply and GHG emissions

Infographic: Energy and carbon associated with water supply and demand showing key sites and flows (these must balance)

Supporting narrative with point form key insights, not a description of the infographic < 1 page

5.4 Solid waste and GHG emissions

Infographic: Energy and carbon associated with solid waste generation and disposal disaggregated by sector showing key sites and flows (these must balance)

Supporting narrative with point form key insights, not a description of the infographic < 1 page

5.5 Wastewater treatment and GHG emissions

Infographic: Energy and carbon associated with wastewater generation and treatment showing key sites and flows (these must balance)

Supporting narrative with point form key insights, not a description of the infographic < 1 page

5.6 Transport and GHG emissions

Infographic/s: Energy and carbon associated with transport services and mode distinguishing between, in the case of public bus services, my-Citi and GABS. Should include representation of key trunk infrastructure (e.g. no. of rail stations) and liquid fuel inputs (Astron refinery and Burgan Cape terminal). Two infographics may be required practically and should be assumed in costing.

Supporting narrative with point form key insights, not a description of the infographic < 1 page

6. References

7. Statistical Annexures

7.1 Energy System Overview

- Required graphic: Sankey diagram of energy flows
- Energy balance

7.2 State of Energy Strategy Barometer Indicators

Includes:

- Energy Strategy M&E indicators related to the key uncertainties presented in Table 8 below.
- SSEG & City Plants (SOEC 2021)
- Most of Table A1 Indicators from SOEC 2021
- Electricity sales and Electrification part of Electricity & City Operations (SOEC 2021)

Where overlaps exist between the Energy Strategy Indicators and indicators developed for SOEC 2021 these do not need to be repeated in statistical tables.

Table 8: Indicator Set for the Key Uncertainties of the CCT Energy Strategy

Key Uncertainty Indicator	Description
SUPPLY	
Historical national electricity unavailability (i.e. load-shedding frequency)	<ol style="list-style-type: none"> 1. Annual hours per stage of load-shedding nationally and for the City distribution network. (last 10 years). 2. Estimated unserved energy in (GWh/TWh) and % of total. Nationally and for the City distribution network. (last 10 years).
Historical wholesale tariff increase	Bulk purchases average energy tariff (R/kWh) and % increase in real and nominal terms. This should carve out any significant IPP impacts and also pool demand and fixed charges into an average energy cost. (last 10 years).
Historical Eskom wholesale tariff restructure (i.e. pace of implementation of higher share of fixed costs)	Fixed costs as share (%) of total costs for City bulk purchases from Eskom. (last 10 years)
Cost of generation technologies	<p>Cost of commercial generation technologies¹ including storage hybrids as follows (minimum of 4 data points over last 10 years):</p> <ul style="list-style-type: none"> • Capital costs trends (Constant ZAR/kW) • Levelised cost trends (Constant ZAR/kWh) at typical capacity factors. For thermal generators like CCGT this should include both options of diesel fuelling (at historical costs) and gas fuelling (using IRP or other fixed assumption of cost) • Indicative range of firming costs² (Constant ZAR/kWh) for variable renewable generators <p><i>1: This should be derived from at least 2 sources (e.g. EPRI or Lazard)</i> <i>2: See Lazard for "Cost of Firming Intermittency". This may be available locally from the City's Plexos model but otherwise indicative figures for other markets should be used</i></p>
DEMAND	
Growth in number of domestic customers	<p>Number of domestic customers by aggregate tariff category (last 10 years):</p> <ul style="list-style-type: none"> • Credit meters • Pre-paid meters • Free-basic Electricity (25 kWh) • Free-basic Electricity (60 kWh)

Growth in number of small power user & large power user customers	Number of small power user & large power user customers (last 10 years)
Uptake of electricity efficiency measures	<p>Electricity intensity as follows:</p> <ul style="list-style-type: none"> • LPU per customer intensity [kWh/customer] (2008 - latest) • SPU per customer intensity [kWh/customer] (2008 - latest) • Residential per customer intensity (2008 - latest) • All Sales* per customer intensity [kWh/customer] (2008 - latest) • Commercial (LPU & SPU) per economic output intensity [kWh/constant 000 ZAR GVA] (2008 - latest) • All Sales* per economic output intensity [kWh/constant 000 ZAR GVA] (2008 - latest) <p>*Including departmental, streetlights and unmetered</p>
Uptake of embedded generation	<p>Embedded generation time series data as follows:</p> <ul style="list-style-type: none"> • Registered residential systems count and installed capacity (MW) [last 10 years] • Registered commercial systems count and installed capacity (MW) [last 10 years] • All systems (legal and illegal) count and installed capacity (MW) as determined from aerial footage [all years available from City]
Uptake of behind-the-meter storage	<p>Behind-the-meter storage time series data as follows:</p> <ul style="list-style-type: none"> • Registered residential storage systems count and installed capacity (MW) differentiating by grid connected inverter and PV-storage systems [last 10 years] • Registered commercial storage systems count and installed capacity (MW) differentiating by grid connected inverter and PV-storage systems [last 10 years] • High level estimate of all systems installed capacity (MW) as determined by desktop research (e.g. SARS data) and minimum of three supplier engagements. This should include smaller backup inverters should data allow.
Uptake of wheeling across City grid	<p>Wheeling time series data as follows:</p> <ul style="list-style-type: none"> • Electricity wheeled (GWh) [all years since pilot] • No. of bilateral wheeling contracts entered into by City supply area customers [all years since pilot]
Uptake of electric vehicles	<p>Electric vehicle time series data as follows:</p> <ul style="list-style-type: none"> • Electric vehicle sales (see Table 6) • Electric vehicle consumption (GWh) estimated from sales above, assumed economy (kWh/km), assumed

	mileage (km/year) and adjusted for round trip charge/discharge efficiency.
Peak demand, System energy, Sales and Losses	<p>Electricity on the City Supply Area grid as follows (last 10 years):</p> <ul style="list-style-type: none"> • Annual System energy [summed POD data] (GWh) • Annual Sales to Total, LPU, SPU, Residential, Departmental and Estimated Unmetered (streetlights etc.) [GWh] • Estimated technical and non-technical distribution losses (%)

7.3 Economic Indicators

7.4 City Operations

- Buildings, Fleet, Water & Wastewater plant

7.5 Waste Volumes

- Tonnage data for solid waste and wastewater
- Relevant data to emissions – COD, organic fraction etc.

7.6 Transport and Fuel Prices

- City-wide mode share and related
- Routes and distances, station count, passengers per year (for MyCiti and where available for PRASA and GABS)
- My-Citi fuel and mileage by bus type

7.7 GHGs and local air pollutants

7.8 Conversion Factors

7.9 Methodology Notes

Requirements to fulfil the CT SOEC 2025 report:

1. 2021 CT SOEC report and the Energy Strategy (2023) to be used as reference.
2. In consultation with the City finalise the chapter and section outline and discuss recommendations and content requirements for the narrative report.
3. For citations, either the built-in MS Word or a freeware MS Word compatible solution is required, to be agreed on with City staff in accordance to what is available to City staff.
4. Create, accommodate and include infographics (as per above), scientific data graphs derived from the data products, other scientific published related images/graphs (cited correctly) and source photographs (City library and external) for the report.
5. The report will be required to be edited and proof read by service provider.
6. The report will be published in both electronic and hard copy versions.
7. The City's Communication Department will be responsible for final editing and proofreading the final text document and will also finalise the publication design process in both hard copy and electronic versions.
8. The City will be responsible for printing hard copies of the final publication and uploading the publication to the City websites.
9. The CCT would like to publish the final 2025 SOEC report (at minimum electronic version with media release) at the end of 2025, therefore Phase 1-5 requires to take place in the first year of the contract (dependent of contract award timeframes – to be discussed with the project team within the inception phase).

1.4.5.4 Cape Town State of Energy and Carbon 2025 Report Statistical Annexure (Pricing schedule as 5.4)

1. In reference to the existing SOEC statistical annex (within the SOEC 2021 report and electronic version)
2. Use the Statistical Annexure outline in the section above for the SOEC 2025 report
3. Update existing MS Excel Workbooks
4. Open Data Product only

1.4.5.5 Additional material to be created

1. PowerPoint presentation file covering each section of the report (Pricing schedule as 5.5.a)
2. One minute video that encapsulates highlights of the CT SOEC 2025 report (Pricing schedule as 5.5.b)

1.4.6 Phase 6 City of Cape Town Staff Training

A detailed overview of the data products to be transferred to City staff for skill development and in order to replicate the full data process from data collection to product finalisation in future years. Collaboration and engagement with City staff to take place through the lifecycle of the project. The technical report should be developed and used as a training manual showcasing data collection sources, strategies, methodologies, assumptions etc.

1.4.7 Phase 7 Dissemination & workshops

Active dissemination of the data views and products of the project by the service provider as part of the specified scope of work will take the form of two workshops specified below. The City's communications team may additionally ask for input to short media releases or other media from the service provider.

Workshop 1:

- By invitation and in-person (CCT to provide venue)
- Wider technical and non-technical audience including senior City officials and councillors (+/- 50 people)
- Duration of the workshop: 1 - 1.5 hours
- **Service Provider responsibilities:**
 - Input to, in collaboration with City communications team, the workshop design
 - Participate in, as required, the presentation of key results
 - Participate in, as required, panel discussion format agenda items
 - Arrange catering (excluding tea and coffee [instant])
- **City responsibilities:**
 - Invite list and sending of email client calendar item to invitees
 - Venue
 - Finalise workshop agenda
 - Any on-line linking or additional media
 - Tea & coffee

Workshop 2:

- By invitation and online (Service provider to provide platform)
- Technical audience including universities, researchers, industry representatives, civil society, branches of government and their departments and City of Cape Town officials (> 50 people)
- Duration of the workshop: 1.5 - 3 hours
- **Service Provider responsibilities:**
 - Invite list and sending of email client calendar item invitations to invitees
 - Arrangements in respect of setting up the on-line platform
 - Workshop design and agenda
 - Facilitation of workshop including co-ordinating questions
 - Lead presentation of results
- **City responsibilities:**
 - Introductory and closing remarks
 - Input to workshop design
 - Input to presentations
 - Co-presentation as required

1.4.8 Project obligations

Reference can be made to previous iterations of the report, with the last 2021 report providing detailed narrative, scientific data and graphs and creating an online data product accessible to diverse audience and stakeholders via the City's Open Data Portal. The outputs of the 2025 CCT SOEC project should include the following outputs/deliverables in close consultation with the City's project team:

1.4.8.1 Project progress meetings, reports and document handover to City project team

1. Inception meeting to be scheduled at commencement of the project with service provider and City project team
2. Non-disclosure agreement documents to be drafted and signed between the City and service provider
3. Monthly progress meetings to be scheduled and minutes documented and circulated
4. Data product meetings to be scheduled with appropriate stakeholders throughout the Data Product development phases
5. Report meetings to be scheduled with appropriate stakeholders throughout the Report development phases
6. Project progress reports to be submitted with each payment tranche
7. Final project close-out report to be submitted at project close out phase to include high level project requirements, outputs and timelines, methodologies, challenges, recommendations, lessons learnt and project cost and payment elements.
8. All materials used during the study needs to be provided at the end of the study. This includes all models, files (in all formats used to complete the study) methodologies and data collected and analysed, must be handed over to the City's project team.
9. The service provider must ensure City staff are also capacitated and familiar with all methodologies used in the study. Training (teaching) and skills transfer needs be incorporated during the full life cycle of the data product development. The Technical report should be used as a theoretical foundation for this training.

1.4.9 Project Delivery Time Frames

Key project timeframes to be considered, dependent on contract start date:

1. Data products finalised
2. Report finalisation for publication
3. Report launch workshop

The CCT would like to publish the final 2025 SOEC report (at minimum electronic version online with media release) at the end of 2025, therefore Phase 1-5 requires to take place in the first year (month 1 to month 12) of the contract (dependent of contract award timeframes) – to be discussed with the project team within the inception phase. Hence the timing of the data collection, analysis and report development should be strategically planned to meet this deliverable. Finalisation of datasets, tools, planning and delivery of workshops can occur post-delivery of the main public report (year two of project from month 13 to month 24).

The milestones and timeframes are to be discussed in detail on award of the project, to be agreed by all parties. The invoice schedule will be aligned with phase delivery outputs, which will also be discussed and agreed upon during the inception phase of the project. Payments throughout the project will be made based on the agreed phase delivery outputs achieved and signed off by the CCT project manager.

1.5 Required skills and resources

The service provider will require the sources and skills to deliver the project milestones as per the scope of work in the given timeframes.

1. A service provider will require specialist knowledge of data sources relevant to the local energy system, drivers of energy demand and sources and drivers of GHG emissions as well as an understanding of likely challenges in data collection and how those can be addressed.
2. To support the addressing of data challenges, the service provider needs to have proven energy and emissions modelling/analysis expertise and an understanding of the municipal context.
3. The service provider will require experience and knowledge of the GPC GHG accounting standards
4. The service provider will require to author the narrative report balancing the depth of the technical content but should be digestible to a wider audience

The consultant therefore requires the following skills in the project team:

1. Energy and carbon data technical lead expert (minimum of one)
2. Energy systems analyst (minimum of two)
3. Principal consultant analyst with experience in communicating technical insights to a wider audience. This role player should work closely with the energy and carbon technical lead expert to author the CT SOEC 2025 report (minimum of one)

1.6 Returnable documents:

1. Schedule 14: Company's previous similar projects
2. Schedule 15: Staff with relevant energy and carbon experience
3. Project proposal (not more than 10 pages)
4. CVs of staff showcasing relevant experience
5. Company profile
6. Breakdown of itemised costing by task and resource aligned with Pricing schedule lump sums (MS excel format)

1.7 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

1.8 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

1.9 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annexed**).

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

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

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
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20												

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

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