



**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
KZN DEPARTMENT OF PUBLIC WORKS**

NEC3 CONTRACT: TSSC3

PROJECT TITLE : ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS:
ENERGY & WATER EFFICIENCY SERVICES FOR VARIOUS
PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

TENDER CLOSING : 11:00 on 21 December 2021

FOR : PUBLIC WORKS KZN

PHYSICAL ADDRESS: 191 Prince Alfred Street, PIETERMARITZBURG, 3200

Queries relating to the **bidding procedure** may be addressed to:

Name : Akashnee Sewmohan: SCM
Phone : 033 355 5455
E-mail : Akashnee.sewmohan@kznworks.gov.za

Queries relating to the **technical specifications** may be addressed to:

Name : Alana Shuttleworth
Phone : 033 355 5460
E-mail : alana.shuttleworth@kznworks.gov.za

NOTE:

All returnable documents as listed on page 11 in this document, including the Form of Offer C1.1 on page 50 must be completed in full and signed. The entire document, from page 1 through 110 must be submitted with your bid. Non-compliance will render your tender invalid.

Name of Tenderer:

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

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

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KWAZULU-NATAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

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KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

T1.1 Tender notice and invitation to tender

The DEPARTMENT OF PUBLIC WORKS, KWAZULU-NATAL GOVERNMENT, invites tenders for:

KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT.

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

The physical address for collection of tender documents is:

DEPARTMENT OF PUBLIC WORKS
191 Prince Alfred Street
Pietermaritzburg
3200

Documents are available from Departmental website www.kznworks.gov.za, or via e-tender portal at no cost. Should a hard copy of the tender document be required, it can be collected from KZN: Department of Public Works :191 Prince Alfred Street (O.R Tambo building), PMB during working hours 09h00 am to 15h00 pm. A non-refundable payment of R 300.00 per tender document must be made only if a hard copy of this document is required. Proof of payment must be produced upon collection.

Documents may be collected during working hours after **08:00** from **the date of advertisement**

Queries relating to the **tender enquiries** may be addressed to:

Name : **Akashnee Sewmohan: SCM**
Phone : 033 355 5455
E-mail : Akashnee.sewmohan@kznworks.gov.za

Queries relating to the **technical enquiries** may be addressed to:

Name : **Alana Shuttleworth**
Phone : 033 355 5460
E-mail : alana.shuttleworth@kznworks.gov.za

The closing time for receipt of tenders is **11:00 on 21 December 2021.**

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

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

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

Location: Auditorium, Ground Floor, 191 Prince Alfred Street, Pietermaritzburg
Date: 02 December 2021
Starting Time: 11:00

Supplier Database Registration

All **prospective** Service Providers must be registered on:

a) The National Treasury Central Supplier database

All prospective Service Providers who are not registered on the **Central Supplier Database** are requested to self- register on www.csd.gov.za.

T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice 423 of 2019 in Government Gazette 42622 of 08 August 2019, and the erratum notices issued thereafter (see www.cidb.org.za).

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

The additional Conditions of Tender are:

**Clause
Number Tender Data**

C.1 General

C.1.1 The *Employer* is THE DEPARTMENT OF PUBLIC WORKS, KWAZULU-NATAL GOVERNMENT.

C.1.2 Tender Documents

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

Part T: The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C: The Contract

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

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

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

Part C2: Pricing Data

C2.1 Pricing assumptions & instructions

C2.2 Pricing schedule

Part C3: Scope of Work

Appendix: Drawings, schematics & annexures

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

C.1.4 The *Employer's* Agent is:

Name : **Alana Shuttleworth**
 Address : 191 Prince Alfred Street, Pietermaritzburg, 3200
 Phone : 033 355 5460
 Email : alana.shuttleworth@kznworks.gov.za

C.2 **Tenderer's obligations**

C.2.7 Clarification Meeting:

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

Location : Auditorium, Ground Floor, 191 Prince Alfred Street, Pietermaritzburg
 Date : 02 December 2021
 Starting Time : 11:00

THE FOLLOWING CONDITIONS APPLY:

- (a) Failure to attend the meeting will automatically disqualify the tenderer.
- (b) After official start of the meeting by the chairperson, late arrivals will as a general rule not be allowed into the meeting. However, the chairperson may, at his sole discretion, delay the official start of the meeting or decide to allow late arrivals into the meeting if the chairperson deems this to be appropriate in terms of prevailing circumstances at the time (e.g. traffic congestion, ineffective venue directions, etc), and if deemed to be in the interest of the *Employer*.
- (c) Tenderers must complete and sign the meeting attendance register. Failure to complete and sign the attendance register will disqualify the tenderer.
- (d) Tenderers must complete and sign the clarification meeting certificate (returnable Schedule 8 on page 47 in this document, copies of which will be made available at the meeting to tenderers who are not in possession of a tender document). The clarification meeting certificate must be counter-signed by a designated representative of the *Employer* at the time of the meeting, who will be identified at the meeting. Failure to include a duly completed, signed and counter-signed clarification meeting certificate in the tender submission, will disqualify the tender.
- (e) Addenda may be issued to all who attended the compulsory Briefing Meeting.
- (f) Tenderers must be represented by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.7.1 Written and verbal instructions given to tenderers at the clarification meeting, and which are recorded in the *Employer's* minutes of the meeting, form part of the Conditions of Tender. Failure to comply with such instructions will disqualify the tender. **The tenderers must sign (i) the attendance register, (ii) the minutes of the compulsory Briefing Meeting, and (iii) any addenda that may be issued thereafter; and submit them with their tender.**

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

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

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

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

- C.2.12 If a tenderer wishes to submit an alternative tender offer, the criteria permitted for such alternative offer is that it demonstrably satisfies the *Employer's* standards and requirements as shown in this document.

The alternative tender offer will only be considered if the main offer as per this tender document is priced, successful and awarded.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed pricing data must be submitted with the alternative tender offer to enable the *Employer* to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the *Employer's* standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the *Employer's* standards and requirements.

- C.2.13.2 **PLEASE NOTE: The complete tender document comprising pages 1 through 110 must be returned to the *Employer* when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof, must be returned with the tender document. Failure to do so will invalidate the tender.** Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer ~~wishes~~ to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.

- C.2.13.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

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

Location of tender box: 191 Prince Alfred Street
Pietermaritzburg
3200

Tender offers couriered to the *Employer* must be delivered to the above address.

(Note: The *Employer* will not sign for the courier delivery; the bidder can instruct the courier company to deposit the bid document in the tender box)

Identification details: ZNT08/21/22

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

- C.2.14 The *Employer* requires tenderers to return a fully priced Price List with the tender submission.

ALL ITEMS in the Price List must be priced, subject to the following:

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

- C.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Posted, telephonic, telegraphic, telex, facsimile, copied or e-mailed tender offers **will not be accepted**.
- C.2.16 The tender offer validity period is **16 weeks**, commencing from the date that tenders are received. The *Employer* reserves the right to extend the validity period for any additional period if deemed in the interest of the *Employer*.

C.3 The *Employer's* undertakings

- C.3.4.1 The time and location for opening of the tender offers is:
 Date : 21 December 2021
 Time : 11:00
 Location : Auditorium Ground Floor, 191 Prince Alfred Street, PIETERMARITZBURG
 Tenders will be opened immediately after the closing time and read out in public.
- C.3.8 Test for responsiveness: Tenders will be considered non-responsive if:
- the tender is not in compliance with specifications;
 - the tenderer has not fully completed and signed where required, all the returnable documents as listed in Part T2 of this tender document;
 - the tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so in writing.
- C.3.11 The procedure for the evaluation of **responsive tenders is Method 4 (Financial Offer, Quality and Preferences)**

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

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

Preference will be scored as follows:

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

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

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

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

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

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

- C.3.13. Tender offers will only be accepted if:
1. the tenderer is registered on the Central Supplier Database (CSD) and the registration has not expired by close of tender;
 2. the tenderer submits **this complete tender document from page 1 to page 110 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender;**
 3. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 4. the tenderer has not:
 - 4.1 abused the *Employer's* Supply Chain Management System;
 - 4.2 failed to complete any previous contract within the last year;
 - 4.3 submitted more than one offer
 and
 5. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the *Employer* or potentially compromise the tender process.

KWAZULU-NATAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

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KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

T2.1 List of returnable documents

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

1. Returnable schedules required for tender evaluation and contracting purposes

Schedule No	Schedule Description & Location	Check
	Tender Schedules:	
1	Tendering entity and authority of signatory	Page 13 <input type="checkbox"/>
2	Compulsory Enterprise Questionnaire	Page 19 <input type="checkbox"/>
3	Tax Compliance Status	Page 23 <input type="checkbox"/>
4	Preference Certificate (80:20)	Page 24 <input type="checkbox"/>
5	Declaration of interest	Page 29 <input type="checkbox"/>
6	Addenda / Notices issued to tenderers	Page 34 <input type="checkbox"/>
7	Functionality	Page 35 <input type="checkbox"/>
8	Clarification Meeting Certificate	Page 47 <input type="checkbox"/>
	Contract Schedules:	
9	C1.1 Form of Offer and Acceptance	Page 50 <input type="checkbox"/>
10	C1.2 Contract Data Part Two: Data provided by the <i>Contractor</i>	Page 59 <input type="checkbox"/>
11	Pricing Summary	Page 63 <input type="checkbox"/>
12	Price List	Page 64 <input type="checkbox"/>
13	Service Information required from <i>Contractor</i>	Page 105 <input type="checkbox"/>
14	Amendments by <i>Contractor</i>	Page 106 <input type="checkbox"/>
15	<i>Contractor's</i> schedule of subcontractors	Page 107 <input type="checkbox"/>
16	<i>Contractor's</i> health & safety plan	Page 108 <input type="checkbox"/>

2. Returnable Documents to be submitted with bid

Document	Check
• B-BBEE Status Level Verification Certificate	<input type="checkbox"/>

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

T2.2 Returnable schedules

Important information for completing returnable schedules

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

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.
4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliance of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.

SCHEDULE 1: Tendering Entity and Authority of Signatory

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

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

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

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

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

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

NAME OF THE TENDERING ENTITY:

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

CONTACT DETAILS:

Physical Address:.....

.....

.....

..... (Postal Code)

Telephone number:

Mobile number:

Fax number:

Email address:

Schedule 1 continues with Section 1 on the next page.

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

Notes:

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

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

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

Taken at On
(Place) (Date)

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

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the Department of Public Works in respect of **KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**
2. *Mr/Mrs/Ms:

in *their capacity as:
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

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

Date:.....

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

Section 2.1: Resolution to enter into Consortium / Joint Venture

Notes:

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

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

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

Taken at On
(Place) (Date)

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

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the Department of Public Works in respect of **KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY ANDWATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

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

(Append separate page if not enough space)

2. *Mr/Mrs/Ms:

in *their capacity as:
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE

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

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

Date:.....

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

Section 2.2: Resolution to bid as Consortium / Joint Venture

Notes:

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

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for **KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

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

(Append separate page if not enough space)

Held at On
(Place) (Date)

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

(Append separate page if not enough space)

RESOLVED that:

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

B. *Mr/Mrs/Ms:

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

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

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

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

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

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

Date:.....

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

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

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SCHEDULE 2: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise: Address of enterprise:		
Section 2: VAT registration number, if any:		
Section 3.1: CIDB registration number, if any:	Section 3.2: Central Supplier Database Registration Number:	
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners		
Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number.....		

Section 6: Record of service of the state

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

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

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

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

Append separate page if not enough space

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

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

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

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

Append separate page if not enough space

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

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

AUTHORISED SIGNATURE OF TENDERER

Signatory Name.....

Signatory Position/Capacity:.....

Date:.....

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

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SCHEDULE 3: TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, **each party** must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly provide an original tax clearance certificate.
- 10 Kindly provide your tax number or pin number.

TAX NUMBER

PIN NUMBER

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SCHEDULE 4: PREFERENCE CERTIFICATE (80:20)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1 DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad- Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering; ***(Therefore in the context of the 2017 regulations “bidder” and “tenderer” have the same meaning)***
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.14 **“non-firm prices”** means all prices other than “firm” prices;
- 1.15 **“person”** includes a juristic person;
- 1.16 **“price”** includes all applicable taxes less all unconditional discounts;
- 1.17 **“proof of B-BBEE status level contributor”** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;
- 1.23 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.24 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.25 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore **the 80/20 preference point system shall be applicable.**
- 2.3 Preference points for this bid shall be awarded for:
- Price; and
 - B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3 ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- points out of 80 for price; and
 - 0 points out of 20 for B-BBEE

- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

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

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

7 SUB-CONTRACTING

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

7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/ entity:

8.2 VAT registration number:

8.3 Company Registration number:

8.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The KWAZULU-NATAL Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.

- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

WITNESSES (Signature & Name):

1.

2.

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

SCHEDULE 5: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the KWAZULU-NATAL Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central procurement database on this prescribed form.

3. Definitions

"Bid" includes a price quotation, advertised competitive bid, limited bid or proposal

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

"business interest" means —

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

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

"employee" means a person employed by the Institution, whether permanently or temporarily, including —

- (a) an employee as contemplated in section 8 of the Public Service Act;
- (b) a person appointed in terms of section 12A of the Public Service Act;
- (c) a person transferred or seconded to the Institution or a provincial public entity in terms of section 15 of the Public Service Act; and
- (d) an educator as defined in the Employment of Educators Act, 1998 (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

"entity" means any —

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

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

"Family member" means a person's —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

"intermediary" means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and
- (b) a representative or agent;

"Institution" means —

KWAZULU-NATAL Government

"Provincial Government KWAZULU-NATAL (KZN)" means

- (a) the Institution of the KWAZULU-NATAL, and
- (b) a provincial public entity;

"RWOPS" means — Remunerative Work Outside the Public Service

"spouse" means a person's —

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

- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;
4. Any legal person, including persons employed by the Institution, or their family members, 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 employed by the PG, or to their family member, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution; and/or
 5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
 6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
 7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
 8. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

A1.	<i>Name of the Entity</i>	
A2.	<i>Entity registration Number (where applicable)</i>	
A3.	<i>Entity Type</i>	
A4.	<i>Tax Reference Number</i>	
A5. <i>Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.</i>		

TABLE A

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

(if not enough space, attach additional pages)

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

To disclose relationships between the bidding entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' according to section 2 (1) of the KWAZULU-NATAL Procurement(Business Interest of Employees) Act of 2010, bidding entity must give the following details. A Institution employee taking remunerative work outside public enterprise should first obtain necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

B1.	Are any persons listed in Table A employees of the Institution? (If yes, complete Table B and attached "RWOP")	NO	YES
B2.	Are any employees of the entity also employees of the Institution? (If yes complete Table B and attached "RWOP")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of the Institution? (If yes complete Table B)	NO	YES

TABLE B

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

(if not enough space, attach additional pages)

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

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

C1. Did the entity conduct business with the Institution in the last twelve months?
(If yes complete Table C)

NO	YES
----	-----

C2.
TABLE C

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

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

(if not enough space, attach additional pages)

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

NO	YES
----	-----

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimilenummer (012) 3265445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES
----	-----

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

<p>DULY AUTHORISED REPRESENTATIVE'S SIGNATURE</p>
--

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

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

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

.....
SIGNATURE

.....
FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICESFOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

SCHEDULE 6: Addenda / Notice(s) issued to Tenderers

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

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

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

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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

NEC3 Standalone TSSC3

Please initial: Tenderer & Witness..... Employer & Witness..... Page 34 of 110

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

SCHEDULE 7: Functionality

Evaluation of the Tenders:

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

- Stage 1. Firstly, the assessment of functionality will be done in terms of information made available by the tenderer according to the criteria in the Functionality Table below, where a total of 100 points are awarded, broken down as per the criteria listed in the table. The minimum qualifying threshold will be **70%** of the 100 points awarded for functionality. Tenders failing to attain this threshold will be disqualified without consideration of the other criteria of the CIDB Method 4 evaluation (Financial Offer, Quality and Preferences).
- Stage 2. Thereafter, only the tenders qualifying with a score of 70% and above will be evaluated in terms of points scored for financial offer and preferences in the applicable ratio as stated in the Conditions of Tender (80:20).

Functionality Notes:

1. Definition of Functionality:
"Functionality" in terms of this tender means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity. It refers to the specialist expertise, technical ability, resources, experience and financial standing required from the tenderer to be able to undertake and successfully execute and complete the work pertaining to this specific project and contract type.
2. In terms of Method 4 (financial offer, quality and preferences) described in the Conditions of Tender for evaluation of this tender, the tenderer must complete this Functionality Schedule.
3. The functionality table below shows the fully transparent criteria for functionality evaluation and scoring. PLEASE DO NOT score any items in the table, this will be done by the *Employer* during tender adjudication upon scrutiny and verification of the information pages appended to this Schedule.
4. The information required must be provided as additional pages appended to this Schedule, with the number of appended pages specified and the Schedule signed by the authorised signatory in the spaces provided below. ALSO NOTE: The information provided by the tenderer is subject to verification and if any form of falsification or misrepresentation of any of the required details is found, the tender will be disqualified.
5. The table below is a summary of the functionality criteria and the points' allocation.
6. A bidder must score a **minimum of 70 % overall** in order to be considered for the other criteria of the CIDB Method 4 evaluation (Financial Offer, Quality and Preferences).
7. A bidder must score the following minimum points in order to be considered for the other criteria of the CIDB Method 4 evaluation (Financial Offer, Quality and Preferences). Tenders failing to attain minimum points in these criteria will be disqualified:
- 8.

<i>Ref</i>	<i>Criteria</i>	<i>Min. points</i>
1	Financial Standing	20 points
2	Technical Competency, Experience and Resource Capacity	20 points
3	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	10 points
4	Methodology and Approach	Not applicable

9. **While the sum of the minimum points per criterion is less than 70%, bidders must score a minimum of 70% overall in order to qualify for further evaluation.**

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

REF	Criteria	Sub-criteria	Sub-Points	Minimum points	Points scored
1.	Financial Standing				
	1.1)	Working Capital	15		
	1.2)	Letters of Credit Reference	10		
	1.3)	Audited Financial Statements	10		
	1.4)	Contingent Liability	0		
		SUB-TOTAL	35	20	
2.	Technical Competency, Experience and Resource Capacity				
	2.1)	Resources	5		
	2.2)	Energy Efficiency contracting experience	10		
	2.3)	Water Conservation and Water Demand management (WCWDM) experience	10		
	2.4)	Third party references: Energy Efficiency contract	5		
	2.5)	Third party references: WCWDM contracts	5		
		SUB-TOTAL	35	20	
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project				
	3.1)	Company Organogram of Technical & Artisanal Personnel	20		
	3.2)	In-House & Out-Sourced Resources	5		
		SUB-TOTAL	25	10	
4.	Methodology and Approach				
	4.1)	Disabling Injury Frequency Rate	5		
		SUB-TOTAL	5		
	MAXIMUM SCORE		100		

FUNCTIONALITY TABLE

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
1.	Financial Standing	The submission of all financial documents / requirements stipulated in the sub-criteria	35 points	15 sub-points	<p>1.1 Working Capital: The tenderer shall display financial capacity for the rollout of technologies in Energy Efficiency and WCWDM contracts, by providing proof of working capital, confirming the tendering entity's ability to raise a minimum of the amounts indicated in the scoring below from the financial institution, to finance projects. This can be provided utilising the following documents in the name of tendering entity, dated within 1 month of the tender closing date:-</p> <ul style="list-style-type: none"> - bank statement - a statement from an investment - a loan agreement - a bank guarantee 	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ 0 point for R 0 to R4 999 999 ➤ 1 point for R 5 000 000.00 to R5 999 999.99 ➤ 2 points for R 6 000 000.00 to R 6 999 999.99 ➤ 3 points for R 7 000 000.00 to R 7 999 999.99 ➤ 4 points for R 8 000 000.00 to R 8 999 999.99 ➤ 5 points for R 9 000 000.00 to R 9 999 999.99 ➤ 6 points for R 10 000 000.00 to R 10 999 999.99 ➤ 7 points for R 11 000 000.00 to R 11 999 999.99 ➤ 8 points for R12 000 000.00 to R 12 999 999.99 ➤ 9 points for R 13 000 000.00 to R 13 999 999.99 ➤ 10 points for R 14 000 000.00 to R 14 999 999.99 ➤ 11 points for R 15 000 000.00 to R 15 999 999.99 ➤ 12 points for R 16 000 000.00 to R 16 999 999.99 ➤ 13 points for R 17 000 000.00 to R 17 999 999.99 ➤ 14 points for R 18 000 000.00 to R 18 999 999.99 ➤ 15 points for R 19 000 000.00 to R 20 000 000.00

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
1.	Financial Standing (Cont.)	The submission of all financial documents / requirements stipulated in the sub-criteria	See Total above	10 sub-points	<p>1.2 <u>Letters of credit reference</u> from suppliers and credit limits with a collective minimum credit limit of R500 000.00 AND that the minimum limit provided by any of the respective suppliers provided is not below R50 000.00. Letters dated within one month of the tender closing from suppliers providing the following materials :-</p> <ul style="list-style-type: none"> - Electricity Meter Suppliers - Water Meter Suppliers - Electrical wholesalers - Electrical fittings suppliers - Plumbing wholesalers - Valve supplier / wholesaler - Plumbing and sanitary fitting suppliers 	<p>- 10 points allocated for 3 or more letters</p> <p>- 5 points allocated for 2 letters</p> <p>- 1 point allocated for 1 letter</p> <p>- if no letters, or letters that do not meet the above criteria are provided, then 0 points shall be allocated for this item</p>
					<p>Please note that letters from suppliers that are ambiguous and do not clearly refer to the materials specified shall be disregarded.</p> <p>If suppliers' letters duplicate the materials being supplied (eg. General Building Suppliers that directly limit the suppliers' letter to specific items eg. Plumbing or electrical fittings that are duplicated in other specialist suppliers letters such as Electrical or Plumbing wholesalers or if the Tenderer acquires two letters from two or Electrical wholesalers) then the duplicates shall not be considered.</p> <p>Therefore, the Tenderer is advised to review and avoid duplication as the Department shall be at liberty to use its discretion as to how it shall assess the duplication to allocate the points. The Tenderer shall not be entitled to claim any prejudice if a duplication is interpreted by the Department.</p>	

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
1.	Financial Standing (Cont.)	The submission of all financial documents / requirements stipulated in the sub-criteria	See Total above	10 sub-points	<p><u>1.3 Audited Financial Statements:</u></p> <p>Latest certified financial statement (audited end 2019/20 or 2020/21) issued by an Accountant (practice number shown), not a Broker.</p> <p>Points allocated based on Assets vs. Liability ratio</p>	<ul style="list-style-type: none"> ➤ 0 points awarded for ratios less than 1.0 : 1 ➤ 3 points awarded for ratios from 1.0 : 1 and less than 1.1:1 ➤ 5 points awarded for ratios from 1.1:1 and less than 1.2 : 1 ➤ 7 points awarded for ratios from 1.2 : 1 and less than 1.3:1 ➤ 10 points awarded for ratios 1.3 : 1 and greater
		The submission of all financial documents / requirements stipulated in the sub-criteria	See Total above	0 sub-points	<p><u>1.4 Contingent Liability:</u></p> <p>As a contingent liability has to be disclosed in financial statements, then it is deemed to present a real risk to the financial stability of the tenderer, if realised and therefore, it is prudent that the contingent liability is considered and included within the assessment process. Therefore, if a contingent liability is applicable at the time of tender then the liability shall be fully disclosed and the following criteria shall be applicable and points are <i>deducted accordingly</i></p>	<ul style="list-style-type: none"> ➤ If there is no contingent liability stated on the balance sheet of the entity, then 0 points shall be deducted; ➤ If the contingent liability is 5% or less of the value of the assets on the balance sheet of the entity, then 1 point shall be deducted; ➤ If the contingent liability is between 5% and 10% of the value of the assets on the balance sheet of the entity, then 2 points shall be deducted; ➤ If the contingent liability is between 10% and 20% of the value of the assets on the balance sheet of the entity, then 3 points shall be deducted; ➤ If the contingent liability is greater than 20% of the Asset value on the balance sheet of the entity, then, 4 points shall be deducted.

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
2.	Technical Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience by submitting all the documents / requirements stipulated in the sub-criteria	35 Points	5 sub-points	<p>2.1 Resources The Department is advocating the employment of appropriate resources within the Sector. The tenderer shall provide a detailed schedule of resources at all levels of the entity. Refer to pro forma Schedule of Resources on page 46.</p> <p>The schedule should indicate the following general categories:-</p> <ul style="list-style-type: none"> - Support or Administrative Resources: (eg. Director, Legal, Accounting, Secretarial, Clerical, Drivers, etc.) - Technical Resources: (eg. Commercial Manager, Construction Project Manager, Engineers, IT programmers / technicians, Energy Analyst Professionals / Technicians, Health Safety Officers, etc) - Artisanal Resources: (eg. Plumbers, Electricians, Technicians Handyman, Plant Operators, General Workers, etc.) 	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ <i>2 points for 5% to 10% Administrative Resources;</i> ➤ <i>3 points for 10% to 30% Technical Resources.</i>

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
2.	Technical Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience by submitting all the documents / requirements stipulated in the sub-criteria	See Total above	10 sub-points	<p><u>2.2 Energy Efficiency contracting experience:</u></p> <ul style="list-style-type: none"> • Experience in Energy Efficiency for the project team and/or company, specific to Energy Performance Contracting and shared energy savings models linked to the value of projects completed. • The bidder must demonstrate that each project-achieved a minimum of R3 million income from shared savings over the duration of each contract. • Provide documented proof of such contracts and value for different third parties, attached to this schedule for points to be awarded. • If the tendering entity is a consortium/joint venture, contracts by the member organisations are acceptable. 	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ 5 contracts = 10 points; ➤ 3-4 contracts = 5 points; ➤ 1-2 contracts = 3 points; ➤ No contracts = 0 points.
				10 sub-points	<p><u>2.3 Water Conservation and Water Demand management (WCWDM) experience</u></p> <ul style="list-style-type: none"> • Experience in WCWDM for the project team and/or company, specific to Water Performance Contracting and shared water savings models-linked to value of projects completed. • The bidder must demonstrate that each project achieved a minimum R1 million income from shared savings over duration of each contract. • Provide documented proof of such contracts and value for different third parties, attached to this schedule for points to be awarded. • If the tendering entity is a consortium/joint venture, contracts by the member organisations are acceptable. 	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ 5 contracts = 10 points; ➤ 3-4 contracts = 5 points; ➤ 1-2 contracts = 3 points; ➤ No contracts = 0 points.

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
2.	Technical Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience by submitting all the documents / requirements stipulated in the sub-criteria	See Total above	5 sub-points	<p>2.4 Third party references:</p> <p><u>Energy Efficiency contracts</u></p> <p>Provide favourable letters of reference from customers for the number of completed or currently ongoing Energy Performance contracts exceeding a value of R 3 million income from shared savings. The customer must confirm the income from the shared savings in their reference letter for points to be awarded. If the tendering entity is a consortium / joint venture, contracts by the member organisations are acceptable.</p>	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ 5 letters = 5 points; ➤ 4 letters = 4 points; ➤ 3 letters = 3 points; ➤ 2 letters = 2 points; ➤ 1 letter = 1 point; ➤ No letters = 0 points.
				5 sub-points	<p>2.5 Third party references:</p> <p><u>WCWDM contracts</u></p> <p>Provide favourable letters of reference from customers for the number of completed or currently ongoing WCWDM contracts exceeding a value of R 1 million income from shared savings. The customers must confirm the income from the shared savings in their reference letters for points to be awarded. If the tendering entity is a consortium / joint venture, contracts by the member organisations are acceptable.</p>	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ 5 letters = 5 points; ➤ 4 letters = 4 points; ➤ 3 letters = 3 points; ➤ 2 letters = 2 points; ➤ 1 letter = 1 point; ➤ No letters = 0 points

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer shall submit a detailed project organogram (excluding Support or Administration resources) that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrates extensive experience, together with a project implementation structure and all additional documentation in order to satisfy the sub-criteria	25 Points	20 sub-points	<p>3.1 Company Organogram:</p> <ul style="list-style-type: none"> ➤ Provide a detailed organogram that only depicts the key personnel to be employed substantially full time on this contract and in key supporting roles. ➤ Complete the <u>Schedule of Resources</u> on page 46 summarising the respective resources to be appointed to the organogram. ➤ Provide CV's of all key personnel listed in the Schedule of Resources. Where CV's are not submitted, the information for the respective personnel shall be disregarded and the points will be adjusted accordingly. 	<p>3.1.1 If the sum of the years of technical & artisanal experience of the team in their <u>appointed respective roles</u> for the project</p> <ul style="list-style-type: none"> ➤ exceeds 60 years, then 6 points shall be allocated; ➤ is between 35 - 60 years, then 3 points shall be allocated; ➤ does not exceed 35 years, then 1 point shall be allocated. <p>3.1.2 If the sum of the number of projects in which the respective technical and artisanal team members participated in, in their <u>appointed respective roles</u>, in the last 5 years:</p> <ul style="list-style-type: none"> ➤ exceeds 30 projects, then 7 points shall be allocated; ➤ is between 15 and 30 projects, then 4 points shall be allocated; ➤ does not exceed 15 projects, then 1 point shall be allocated. <p>3.1.3 If the sum of the value of projects in which the respective technical & artisanal team members participated in, in their appointed respective roles, in the last 5 years:</p> <ul style="list-style-type: none"> ➤ exceeds R 20 million, then 7 points shall be allocated; ➤ is between R10 – R20 million, then 4 points shall be allocated; ➤ does not exceed R10 million, then 1 point shall be allocated.

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer shall submit a detailed project organogram (excluding Support or Administration resources) that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrates extensive experience, together with a project implementation structure and all additional documentation in order to satisfy the sub-criteria	See Total above	5 sub-points	3.2 Determination of the relationship between In-House and Outsourced resources. Refer to the Schedule of Resources and determine the amount of in-house resources as a percentage of the total resources.	<p><i>Points are allocated as follows:</i></p> <ul style="list-style-type: none"> ➤ % in-house resources is equal to, or exceeds 80%; then 5 points shall be allocated; ➤ % in-house resources is equal to or greater than 60% but less than 80%; then 4 points shall be allocated; ➤ % in-house resources is equal to or greater than 40% but less than 60%; then 3 points shall be allocated; ➤ % in-house resources is equal to or greater than 20% but less than 40%; then 2 points shall be allocated; ➤ % in-house resources does not exceed 20%; then 1 point shall be allocated.

REF	Quality Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Points Allocation
4.	Methodology and Approach	Detailed method statement and programme to be compiled and developed and submitted with a value-based matrix.	5 Points		<p>The nature of this shared savings contract is such that the scale and scope of the project will only become explicit once the assessments and task orders for the various facilities are developed and agreed. Therefore, any methodology approach provided at tendering stage will be superficial.</p> <p>Therefore, the only qualitative approach that can be applied is to assess health and safety, as it implies that if an entity has a low incident rate, then it implements projects safely and productively.</p> <p>It is agreed that a safe site is a productive site. Therefore, to objectively assess the safety of the entity, the Tenderer shall provide:</p> <ul style="list-style-type: none"> i) the Disabling Injury Frequency Rate (DIFR) of the entity to be utilised for the construction of the facility; AND ii) the Workmen's Compensation claim rate for a retrospective period of 6 months from the closing date of this Tender. 	<p><i>The following assessment shall be undertaken:-</i></p> <p><i>Points shall be allocated as follows based of a DIFR score of:</i></p> <ul style="list-style-type: none"> ➤ 0 to 0.2, then 5 points shall be allocated; ➤ exceeds 0.2 and up to 0.6, then 4 points shall be allocated; ➤ exceeds 0.6 and up to 1.0, then 3 points shall be allocated; ➤ exceeds 1.0 and up to 3.0, then 2 points shall be allocated; ➤ exceeds 3.0 and up to 5.0, then 1 point shall be allocated; ➤ exceeds 5.0, then 0 zero points shall be allocated.

Ref	Name of personnel	Post / position	Technical / Artisanal / Administrative	In-house or outsourced resource	Total years' experience	Years in role	Years in role & in shared Savings projects in last 5 years	Number of Electrical Shared savings projects in last 5 years	Value of Electrical Shared Savings projects in last 5 years	Number of WCWMD projects in last 5 years	Value of WCWMD projects in last 5 years
1	J Mkhize	Commercial Manager	Technical	In-house	5 years	3 years	1 year	3	R 5 000 000.00	5	R 3 500 000.00
2	P Zulu	Plumber	Artisanal	Outsourced	12 years	10 years	6 years	7	R 8 000 000.00	15	R 11 000 000.00
3	A Smith	Secretarial	Administrative	In-house	-	-	-	-	-	-	-
TOTALS					17 years	13 years	7 years	10	R 13 000 000.00	20	R 14 500 000.00

Schedule of Resources

KWAZULU-NATAL GOVERNMENT DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

SCHEDULE 8: Clarification Meeting Certificate

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

This is to certify that I,
(Name)

representing:
(Tenderer)

attended the site clarification meeting on:
(Date)

held at:
(Place)

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

SIGNED ON BEHALF OF TENDERER

SIGNED ON BEHALF OF *Employer*

Name of *Employer's* Representative:

Date:



KWAZULU-NATAL GOVERNMENT DEPARTMENT OF PUBLIC WORKS

NEC3 CONTRACT: TSSC3

A contract between the Department of Public Works and

Name of *Contractor*:

.....

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY & WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

The Contract

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement -
as per Board Notice 423 of 2019 in Government Gazette 42622 of 08 August 2019

Part C1: Agreement and Contract Data Page 49

C1.1 Form of Offer and Acceptance Page 50

C1.2 Contract Data Page 59

Part C2: Pricing Data Page 60

C2.1 Pricing assumptions & instructions Page 61

C2.2 Pricing schedule Page 63

Part C3: Scope of work Page 70

Service Information Page 71

Appendix: Drawings, schematics & annexures Page 110

NOTE: The complete contract documentation comprises the following:

- i. This document, from and including this page (page 48) forward, up to and including the last page (page 110) in this document page count;
- ii. All items included by reference or otherwise in this document;
- iii. All addenda/notices issued by the *Employer* to tenderers prior to tender closing;
- iv. All deviations included in the Schedule of Deviations on page 52 of this document;
- v. All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Employer*.

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICESFOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

Part C1: Agreement and Contract Data	
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Schedule 9: Form of Offer and Acceptance	Page 50
C1.2 Contract Data	Page 54
Contract Data Part One	Page 54
Schedule 10: Contract Data Part Two	Page 59

KWAZULU-NATAL GOVERNMENT

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C1.1 Form of Offer and Acceptance

SCHEDULE 9 : C1.1 Form of Offer and Acceptance

The Contractor's Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

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

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

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

.....Rand (in words);

R..... (in figures).

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

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

For the tenderer:

AUTHORISED SIGNATURE OF TENDERER

Tenderer MUST complete the following:

CIDB Reg No.....

CSD* Reg No.....

B-BBEE Status Level.....

(* Central Supplier Database)

Name of signatory:

Capacity:

Name and signature of witness:

Date:

The *Employer's* Acceptance

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

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

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

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

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

For the *Employer*:

KWAZULU-NATAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
191 Prince Alfred Street
Pietermaritzburg
3200

SIGNATURE OF <i>Employer</i>

Name:

Capacity:

Name and signature of witness:

.....

Date:

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:

Details:

.....
.....

2 Subject:

Details:

.....
.....

3 Subject:

Details:

.....
.....

4 Subject:

Details:

.....
.....

5 Subject:

Details:

.....
.....

6 Subject:

Details:

.....
.....

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

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

For the Tenderer:

AUTHORISED SIGNATURE OF TENDERER

Name:

Capacity:

Name and address of organisation:

.....

Name and signature of witness:

.....

Date:

For the *Employer*:

KWAZULU-NATAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
191 Prince Alfred Street
Pietermaritzburg
3200

SIGNATURE OF <i>Employer</i>

Name:

Capacity:

Name and signature of witness:

.....

Date:

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

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

Contract Data

C1.2 Contract Data Part One



Data provided by the Employer**1. General**

- a. **The Employer is (Clause 10.1)**
THE DEPARTMENT OF PUBLIC WORKS KWAZULU- NATAL GOVERNMENT
Address: 191 Prince Alfred Street, PIETERMARITZBURG 3200
- b. The service is **KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT** (Clause 11.2(6)).
- c. The period for reply is **2 weeks** (Clause 13.2).
- d. The Employer's Agent is (Clause 14.5):
Name : **Alana Shuttleworth**
Phone : 033 355 5460
E-mail : alana.shuttleworth@kznworks.gov.za
- e. The authority of the Employer's Agent is to act on behalf of the Employer in all matters regarding this contract (Clause 14.5).

3 Time

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

5 Payment

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

8 Indemnity, insurance and liability

- a. The Contractor is not liable to the Employer for loss of, or damage to, the Employer's property in excess of **R50 000 000 (fifty million rand)** for any one event (Clause 80.1).
- b. The minimum amount of cover for the first insurance stated in the Insurance Table is **R10 000 000.00 (ten million rand)** (Clause 82.1).
- c. The minimum amount of cover for the third insurance stated in the Insurance Table is **R10 000 000.00 (ten million rand)** (Clause 82.1).
- d. The minimum amount of cover for the fourth insurance stated in the Insurance Table is **R20 000 000.00 (twenty million rand)** (Clause 82.1).

9 Termination and dispute resolution

Omit Clause 93 and replace with the following:

Dispute resolution 93

- 93.1 In the event of any dispute or difference arising between the Parties out of, or in relation to, or in connection with this Agreement, or the interpretation thereof, or its termination, both while in force and after its termination, the Party claiming such dispute or difference shall, subject to any of its rights relating to breach, forthwith advise the other in writing thereof.
- 93.2 The dispute shall be referred to the applicable authorities of the Service Provider and the Department who shall within 14 (fourteen) days of receipt of such notice, meet and negotiate in good faith in order to resolve such dispute or difference.
- 93.3 If the dispute has not been resolved by such negotiation within seven days of the written invitation, the dispute shall be submitted to mediation, which shall be administered by the Arbitration Foundation of South Africa ('AFSA') in terms of the AFSA Mediation Rules. Any party to this agreement may refer the dispute to mediation.
- 93.4 Should the Parties fail to resolve such dispute or difference through mediation, any Party may refer such dispute or difference to arbitration, if arbitral by law, in accordance with the provisions of the Arbitration Act, Act No 42 of 1965, as amended and as amplified or limited by this clause.
- 93.5 Any Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.
- 93.6 This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.
- 93.7 The arbitration shall be held:
- 93.7.1 In Pietermaritzburg or Durban, in the English language;
- 93.7.2 Immediately in an informal manner on such basis as the arbitrator may determine with a view to it being completed within 90 (ninety) days after it is demanded, or within any reasonable time thereafter.
- 93.7.3 The Parties irrevocably agree that the decision in arbitration proceedings:
- 93.7.3.1 shall be subject to appeal;
- 93.7.3.2 shall be carried into effect, unless appealed; and
- 93.7.3.3 may be made an order of any court of competent jurisdiction.
- 93.8 This clause is severable from the rest of this Agreement and will remain valid and binding on the Parties notwithstanding any termination of this Agreement.

The *conditions of contract* are the NEC3 Term Service Short Contract (September 2013, available from the South African Institution of Civil Engineering 011-805-5947 or Engineering Contract Strategies 011-803-3008, tenderers to obtain copies at their own cost) and the following additional conditions:

- Z1 No clause
- Z2 Identified and defined terms
The Contract Date is the date this contract came into existence.
- Z3 Acts or omissions by mandataries
In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and their employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).
- Z4 Maintenance of mandatory registrations
The *Contractor* ensures that their registration as a supplier on the Central Supplier Database is maintained until the end of the *service period*.
- Z5 Compliance with good labour practice
The *Contractor* is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The *Contractor* complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas, and remains in good standing with the BIBC during the execution of the contract.

- Z6 Participation in the Expanded Public Works Programme (EPWP)
The *Contractor* participates in the KWAZULU-NATAL Government Expanded Public Works Programme (EPWP) to give feedback during execution of the *works* or *service* in terms of a monthly return of the EPWP feedback form providing details of the number of workers employed under this contract for the preceding month, which includes the details for subcontractors' employees, if any. A pro forma of this form is provided in digital format (Excel spreadsheet) upon commencement of the contract. No monthly invoice is approved without inclusion of the EPWP feedback form in any payment submission. If no EPWP workers were employed, a NIL return is submitted.
- When any EPWP worker is registered to work under this contract for the first time, a certified true copy of the worker's Identity Document is submitted with the feedback form for that month. Any type of stamp can be used with the following wording or something similar to the same effect: "Certified a true copy of the original which bears no noticeable evidence of unauthorised alterations". Certification is made only to confirm that the copy is unaltered from the original ID document presented by the worker. It is neither the *Employer's* nor the *Contractor's* responsibility or competency to certify that ID documents presented are authentic and legally valid.
- Z7 No clause
- Z8 No clause
- Z9 No gifts/tokens/invitations from the *Contractor* to *Employer's* officials
Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from contractors and service providers, officials of the *Employer* are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the *Contractor* shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the Employer's service, before or after completion of this contract.
- Z10 No clause
- Z11 Non-working days and the December/January builders' break
- Z11.1 Non-working days stated in the Contract Data are added to delays to a Task Completion Date due to compensation events.
- Z11.2 Inclusion or exclusion of the annual December/January builders' break in determining and influencing a Task Completion Date stated in a Task Order is as stated in the Contract Data, omission of which means EXCLUSION by default.
- If Task Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Task Completion due to compensation events **only if:**
- the annual builders' break was EXCLUDED when setting the Task Completion Date in Task Orders, and
 - the delay to Task Completion is not the *Contractor's* fault.
- Z11.3 If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the *period for reply* is extended by the remainder of the period of the builders' break at the time of the communication.
- Contract Data for Z11:
- Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days, when assessing delays to a Task Completion Date due to compensation events (Clause Z11.1).
 - The full period of non-working days and the annual builders' break of approximately 4 weeks in December/January for the respective years of a task order is / are INCLUDED in the Task Completion Date as stated in a Task Order (Clause Z11.2).
- Z12 No clause
- Z13 The *Contractor* provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).
- Z14 Review and extension of the *service period*
The *Employer* reserves the option to review the contract prior to the end of the *service period* and extend the *service period* of this contract for 1 (one) additional service period. The *service period* is extended if
- the extension is notified by the *Employer* to the *Contractor* before or on the date of expiry of the current *service period*, and
 - the duration of the extension does not exceed the allowed maximum duration stated in the Contract Data.

Contract Data for Z14:

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

- Z15 No clause
- Z16 Payment of subcontractors by the *Contractor*
The *Contractor* pays a subcontractor in accordance with their subcontracting agreement, for all subcontracted work which in terms of this contract has been certified and paid to the *Contractor*.
- Z17 No clause
- Z18 Additional compensation events for Task Orders
The following are additional compensation events for Task Orders:
- Z18.1(1) The *Employer* instructs the *Contractor* to search for a Defect and no Defect is found.
- Z18.1(2) The *Contractor* encounters physical conditions which are not weather conditions and which an experienced contractor would have judged, at the time of quotation for the Task, to have such a small chance of occurring that it would have been unreasonable to have allowed for them. Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.
- Z18.1(3) The *Contractor* is prevented by weather from carrying out all work in a Task for periods of time, each one full working day, which are in total more than one seventh of the total number of days between the Task starting date and Task Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.
- Z18.1(4) The *Employer* notifies a correction to an assumption which they have stated about a compensation event.
- Z18.1(5) An event which
- stops the *Contractor* completing the Task or
 - stops the *Contractor* completing the Task by the Task Completion Date, and which,
 - neither Party could prevent,
 - an experienced contractor would have judged at the time of quotation for the Task to have such a small chance of occurring that it would have been unreasonable to have allowed for it, and
 - is not one of the other compensation events stated in this contract.
- Z18.1(6) A difference between the final quantity of work done in a Task and the quantity stated for an item in the Task Order.
- Z18.1(7) A loss or damage to work completed, plant and materials during execution of a Task which
- is not the fault or responsibility of the *Contractor* or
 - could not have been prevented by any reasonable action of the *Contractor*.
- Z18.2 In judging the physical conditions for the purposes of assessing any compensation event for Task Orders, the *Contractor* is assumed to have taken into account
- the information provided in the Task Order and the Service Information,
 - publicly available information referred to in the Task Order and the Service Information,
 - information obtainable from a visual inspection of the locality where the Task is executed and
 - other information which an experienced contractor could reasonably be expected to have or to obtain.
- Z19 Cost of preparation of quotations for Task Orders and compensation events
All costs associated with the preparation of quotations for Task Orders and compensation events for this contract are the *Contractor's* risk and are not reimbursable by the *Employer*.
- Z20 *Contractor's* site attendance register
The *Contractor* keeps an attendance register detailing identity, sign-in and sign-out by all their employees to the site or location where the *works* or *service* is provided, details of which are made available to the *Employer* upon request.

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

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SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

Contract Data

C1.2 Contract Data Part Two

SCHEDULE 10: Data Provided by the *Contractor* (the *Contractor's* Offer)

1 General

- a. The *Contractor* is (Clause 10.1):

Name:

Address:

.....

Telephone: Fax:

Email Address:

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

AUTHORISED SIGNATURE OF TENDERER

Date:

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

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Part C2: Pricing Data	
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C2.2 Pricing schedule	Page 63
Schedule 11: Pricing Summary	Page 63
Schedule 12: Price List	Page 64

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C2.1 Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

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

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

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

Unit:	The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Works Information of this document.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Price:	The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any units.

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

2. COMPENSATION EVENTS

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

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

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

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

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

KWAZULU-NATAL GOVERNMENT

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C2.2 Pricing schedule

SCHEDULE 11: Pricing Summary

TOTAL PRICE OFFER FOR THIS CONTRACT

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

Price carried from Price List Part 1: R NIL

Price carried from Price List Part 2 :

Section A: Table 1	R.....
Section A: Table 2	R.....
Section A: Table 3	R.....
Section B: Table 4	R.....
Section B: Table 5	R.....
Section B: Table 6	R.....

Sub-total R.....

Add VAT at 15% R.....

TOTAL PRICE OFFER : R.....

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 50 of this document.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

KWAZULU-NATAL GOVERNMENT

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C2.2 Pricing schedule

SCHEDULE 12: Price List

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

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

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

IMPORTANT: Please note the following:

1. Ensure that the fully priced Price List is submitted with this document and returned with your bid submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in the Price List are carried as appropriate to the Pricing Summary on page 63 of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 50 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender Data (clause C.2.10.5) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Service Information must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and therefore ineligible for award.
5. All items in the Price List are to be priced EXCLUSIVE of VAT.
6. All items in the Price List must be priced, irrespective of the tenderer submitting any alternative offers. Non-priced items may render your bid invalid – please see the Tender Data (clause C.2.14) for details.

Price List Part 1: Term Service Items

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

Price List Part 2: Task Order Items

Section A: Energy Efficiency service

How to price for this service:

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

Pricing Table 1: Shared Electrical Savings

Annual baseline electricity cost per Task Order excl VAT	Payback period of investment required to affect an agreed saving greater than 10% per Task Order	Maximum operational period of Task Order	Tendered maximum % claim of the saving (a)	Illustrative annual saving amount excl VAT (b)	Price excl VAT (a) x (b)
Up to R 999 999.00	Up to 3 years	6 years	.....%	R 200 000	R.....
	3-5 years	10 years	.....%	R 200 000	R.....
R 1 000 000.00 to R 1 999 999.99	Up to 3 years	6 years	.....%	R 300 000	R.....
	3-5 years	10 years	.....%	R 300 000	R.....
R 2 000 000.00 to R 4 999 999.00	Up to 3 years	6 years	.....%	R 400 000	R.....
	3-5 years	10 years	.....%	R 400 000	R.....
R 5 000 000.00 to R 9 999 999.00	Up to 3 years	6 years	.....%	R 800 000	R.....
	3-5 years	10 years	.....%	R 800 000	R.....
R10 000 000.00 and above	Up to 3 years	6 years	.....%	R 1 500 000	R.....
	3-5 years	10 years	.....%	R 1 500 000	R.....
Total of the Prices for Pricing Table 1 (carried to the Pricing Summary on page 63)					R.....

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

Total Defined Cost per Task Order excl VAT(a)	Tendered % mark-up (b)	Price [(a) x (b)] + (a)
R 10 000 000.00	.....%	R.....
Total of the Prices for Pricing Table 2 (carried to the Pricing Summary on page 63)		R.....

Pricing Table 3: Task Order for Assessments and Audits:

Ref	Description	Illustrative Qty	Unit	Rate	Total
1.0	ENERGY SHARED SAVINGS:				
1.1	<u>Prefeasibility Logging</u>				
1.1.1	Technical Resource	120	Hours	R/hr.....	R.....
1.1.2	Artisanal Resource	240	Hours	R/hr.....	R.....
1.1.3	General Worker	240	Hours	R/hr.....	R.....
1.2	<u>Audits</u>				
1.2.1	Technical Resource	200	Hours	R/hr.....	R.....
1.2.2	Artisanal Resource	400	Hours	R/hr.....	R.....
1.2.3	General Worker	400	Hours	R/hr.....	R.....
	Total of the Prices for Pricing Table 3 (carried to the Pricing Summary on page 63)				R.....

Notes:

In the event that the *Employer* contributes to the capital cost of interventions undertaken for energy efficiency projects, the *Contractor's* tendered shared savings shall be reduced proportionally to their contribution.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

Section B: Water Efficiency service (WCWDM)

How to price for this service:

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

Pricing Table 4: Shared Water Savings

Annual baseline water cost per Task Order excl VAT	Payback period of investment required to effect an agreed Efficiency Gain greater than 10% per Task Order	Maximum operational period of Task Order	Tendered maximum % claim of the water saving (a)	Illustrative annual saving amount excl VAT (b)	Price excl VAT (a) x (b)
Up to R 999 999.00	Up to 3 years	6 years	.....%	R200 000	R.....
	3-5 years	10 years	.....%	R200 000	R.....
R 1 000 000.00 to R 1 999 999.99	Up to 3 years	6 years	.....%	R300 000	R.....
	3-5 years	10 years	.....%	R300 000	R.....
R 2 000 000.00 to R 4 999 999.00	Up to 3 years	6 years	.....%	R400 000	R.....
	3-5 years	10 years	.....%	R400 000	R.....
R 5 000 000.00 and above	Up to 3 years	6 years	.....%	R800 000	R.....
	3-5 years	10 years	.....%	R800 000	R.....
Total of the Prices for Pricing Table 3 (carried to the Pricing Summary on page 63)					R.....

Pricing Table 5: Task Order mark-up fee on Defined Cost for other water services

Total Defined Cost per Task Order excl VAT(a)	Tendered % mark-up (b)	Price [(a) x (b)] + (a)
R3 000 000	.....%	R.....
Total of the Prices for Pricing Table 4 (carried to the Pricing Summary on page 63)		R.....

Pricing Table 6: Task Order for Assessments and Audits:

Ref	Description	Illustrative Qty	Unit	Rate	Total
1.0	WCWDM:				
1.1	<u>Prefeasibility Logging</u>				
1.1.1	Technical Resource	120	Hours	R/hr.....	R.....
1.1.2	Artisanal Resource	240	Hours	R/hr.....	R.....
1.1.3	General Worker	240	Hours	R/hr.....	R.....
1.2	<u>Audits</u>				
1.2.1	Technical Resource	200	Hours	R/hr.....	R.....
1.2.2	Artisanal Resource	400	Hours	R/hr.....	R.....
1.2.3	General Worker	400	Hours	R/hr.....	R.....
	Total of the Prices for Pricing Table 6 (carried to the Pricing Summary on page 63)				R.....

Notes:

In the event that the *Employer* contributes to the capital cost of interventions undertaken for water efficiency projects, the *Contractor's* tendered shared savings shall be reduced proportionally to their contribution.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

KWAZULU-NATAL GOVERNMENT DEPARTMENT OF PUBLIC WORKS

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICESFOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

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KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

Service Information

Preamble to Service Information

NEC3 defined terms and terms identified in the Contract Data

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

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

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

THEREFORE, PLEASE NOTE:

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

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

Material conflict with *conditions of contract*

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

1. Description of the service

1.1 Overview

Energy and water efficiency in the buildings operated by the KWAZULU-NATAL Government (KZN) in the course of service delivery fall well short of the ideal, due to a number of factors including but not limited to their age and that of the fitted infrastructure. To address this, the *Employer* has identified the necessity to procure the services of a suitable service provider to undertake projects of energy and water savings in a number of provincial facilities (buildings) to reduce energy and water consumption in these buildings. The buildings are mainly in the domain of the Department of Public Works (DPW). Other client departments' facilities are not included at this stage, but could be added during the course of this term contract.

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

1.2 Purpose / Employer's Objectives

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

1.3 Energy- and Water Efficiency Interventions

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

- a. Perform pre-audit logging prior to proceeding with full energy and water audits on facilities as specified in the Task Order, and arising from the logging determine the feasibility / viability of proceeding with energy and water audits.
- b. Perform detailed energy and/or water audits on the facilities as specified in the Task Order, and arising from those audits to propose and specify a suite of individually costed energy and/or water efficiency interventions for each of the building/s contained in these facilities for inter alia (as applicable):
 - i. Lighting;
 - ii. Ventilation and air conditioning;
 - iii. Water heating;
 - iv. Power factor correction;
 - v. Water usage in toilets or ablution facilities, etc
- c. Rank the proposed interventions (separately) according to:
 - i. Cost effectiveness of both capital and operating costs (e.g. maintenance/part replacement)
 - ii. Level of energy/water saving per intervention,
 - iii. Payback period
- d. Submit those proposals and specifications in writing to the Employer in the prescribed Task Order format for technical and financial appraisal and approval. Only upon approval by the Employer will execution of the energy/water efficiency term service for that building or group of buildings be implemented.
- e. At completion of the interventions, remain accountable for the maintenance and the energy/water savings actually achieved for the duration until the Task Completion Date as stipulated and agreed to in the Task Order.

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

1.4 Basis of remuneration for the service

- a. The basis for remuneration of the energy efficiency service is the **Shared Energy Savings Model** as described in item 1.7 of this Service Information.
- b. The basis for remuneration of the water efficiency service is the **Shared Water Savings Model**, as described in item 1.8 of this Service Information.
- c. In addition, the option may be exercised to issue Task Orders whereby the *Employer* may decide to pay, partially or wholly, for certain capital expenditure related to interventions (e.g. PV installations) and incorporating such expenditure into the shared savings calculations for that Task Order.
- d. Alternatively, the *Employer* may also issue Task Orders instructing the provision of services which are not remunerated according to shared savings but instead constitute a service fee paid in accordance with the tendered rates in the pricing schedule.

1.5 Geographic coverage of the service

- 1.5.1 The *service* may be required across All Districts of the KWAZULU-NATAL Province, as demarcated by the respective District Municipal (DM) boundaries, viz.
 - i. Amajuba;
 - ii. Ethekeini Metro;
 - iii. Harry Gwala;
 - iv. Ilembe;
 - v. King Cetshwayo;
 - vi. Ugu;
 - vii. Umgungundlovu;
 - viii. Umkhanyakude;
 - ix. Umzinyathi;
 - x. Uthukela;
 - xi. Zululand.
- 1.5.2 An initial identification of properties affected by the service is given in Section 7: Property affected by the service, in this Service Information.

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

1.6.1 The nature of Task Orders

- a. Task Orders are an inherent part of the NEC3 Term Service Short Contract (TSSC3), whereby work or a service can be "called off" on an ad hoc basis throughout the term of the contract. Task Orders are particularly useful when a specific sequence of implementation of services over the contract term cannot be forecast accurately at the time of procurement of the term service contract, and where the flexibility provided by this methodology is required in order to optimise delivery. Task Orders also survive the term of the main term service contract, in that a Task Completion Date may be set in the future, well beyond the term service end date as appropriate in terms of inter alia payback periods, etc.
- b. Providing the Service for this contract will be instructed to the *Contractor* exclusively per Task Order, as and when required by the *Employer*. A Task typically comprises an intervention with accompanying operational phase, during which time a shared savings or other negotiated remuneration model will apply until the Task Completion date.
- c. **IMPORTANT:** All Task Orders will be instituted and managed by a designated project leader, as appropriate to the client/facility type/facility owner, as specified in the Task Order.

1.6.2 Elements of a Task Order

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

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

- c. The Employer assesses the proposals and financial considerations, and will engage in negotiations with the Contractor when required, to finalise the Task Order and give approval for its implementation. The Employer may also decide not to pursue implementation of the Task.
- d. If no approval for implementation is granted, the Employer will refund the expenditure incurred by the Contractor. The refund will be based on the quotation provided for the initial audit, including overheads, but without profit.
- e. Where a selection of the proposed interventions are to take place, the Contractor will be remunerated for the unapproved work as a percentage of the overall intervention eg: if two of the proposed 3 interventions will be implemented, and this consists of 70% of the proposal, the Contractor will be refunded 30% of the costs for the Task Order for the audit proposal.
- f. Conversely, the Contractor may find the Task not to be financially feasible within the scope of what is covered in the term service contract, in which case the Employer will accept a decline by the Contractor to implement the Task, subject to the provision of compelling reasons put forward by the Contractor.
- g. Once a Task Order is finalised and approved, the Completion date for the Task becomes contractually binding, and all conditions of contract pertaining to Task Orders become instantiated for that Task. The Completion date for a Task Order will include the period for installation as well as the operational period which may extend for several years, as determined by the specifics in terms of payback periods, etc, for that Task Order.
- h. It is agreed by the Parties that the operational period of any Task Order shall not be longer than twice the payback period of the total intervention investment.

1.7 The Energy Efficiency *service*

(ESCO service)

1.7.1 General objectives

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

1.7.2 Specific objectives

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

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

- a. Reduce and make efficient the power supply and realise power quality optimisation in targeted buildings;
- b. Improve the operating efficiency with no risk to the electricity supply;

- c. Provide a guarantee for labour and parts over the contract period. A maintenance plan shall be required;
- d. Reflect in-built metering which can provide accurate display of reading of electricity power consumption, voltage;
- e. Provide a remote viewing of readings by the Employer;
- f. Install inside or outside without requiring material changes to the building, except for basic installation requirements i.e. cabling adjustments and installation;
- g. Have protocols for isolation where necessary;
- h. Provide equipment with acceptable heat or sound emission, without additional ventilation or sound proofing;
- i. Provide space optimisation, without additions of varied separate unit/s;
- j. Provide performance guarantees in line with guaranteed savings objectives;
- k. Have an operating life span of a minimum of 15 years to support the Employer long term savings trajectory.

1.7.3 Project beneficiaries

- a. Beneficiaries of this initiative shall be DPW and other departments of the KWAZULU-NATAL Government, and Eskom in terms of electricity demand load reduction and various communities through energy supply equity and decreased consumption by Government buildings;
- b. DPW employees are to benefit from skills development and capacity building, in line with the current energy efficiency training initiative through the Vertical- Nationally Appropriate Mitigation Actions (V-NAMA) programme on Climate Change;
- c. The sector industry growth and empowerment through Broad-Based Black Economic Empowerment (BBBEE).

1.7.4 Reason for the procurement of this service

- a. In order to realise value for money and draw from latest technology, the *Employer* seeks to engage the *Contractor* who has technologies and a proven track record in guaranteed energy performance, energy savings, improving efficiencies of equipment with regard to power consumption and voltage optimisation;
- b. New, advanced and innovative technology is acceptable, provided that it offers clear demonstrable benefits for the Department's requirements;
- c. To this end, services of the Contractor in the form of a suitable and experienced Energy Services Company (ESCO) have been procured to undertake Integrated Shared Energy Savings / Energy Performance Contracting (EPC) Contracts for the Employer, at risk of the ESCO.
- d. Savings should, amongst others, cover lighting, operating equipment, and heating ventilation and cooling (HVAC) systems;
- e. In line with international practice, contractors are expected to carry all capital risk associated with investment - recoverable from energy savings secured over the duration of the contract as instantiated by the associated Task Order; and
- f. It is expected that proposals will cover technical support to the Employer for the duration of the contract.
- g. To comply with legislation for the mandatory requirement to display Energy Performance Certificates (EPC) in all State-owned buildings in KZN having a net floor area greater than 1 000 m², and falling under A1, A2, A3 and G1 occupancy classification.

1.7.5 Assumptions and risks

- a. Generally existing buildings in South Africa, including DPW buildings, are performing in an inefficient manner with regard to energy consumption, particularly electricity consumption;
- b. Local municipalities have, or could assist with securing necessary data on electricity consumption per building in the identified regions, and such data is accessible;

- c. As part of providing a solution, ESCOs are capacitated to secure reports and records necessary for diagnostic purposes and historic data, towards offering solutions;
- d. Personnel in local municipalities will / may assist in gathering required data;
- e. Investment projections that an ESCO would have to put in place for the intervention is feasible;
- f. Due to high capital intensive nature of Shared Energy Savings Contracts, service providers have the required Bank/Funding Guarantees from reputable financial institutions;
- g. It is assumed that there is consistency of electricity data from local municipalities billing;
- h. The ESCO will confirm building measurements in certain buildings;
- i. Investment required for ESCO to put in place technology, operations, and of savings will be consistent;
- j. There will be no delays in establishing historic data, baseline determination, actual savings realised.

1.7.6 Scope of work related to interventions instructed by Task Orders

The *Contractor* will:

- a. Perform pre-audit logging prior to proceeding with full energy and water audits on facilities as specified in the Task Order, and arising from the logging determine the feasibility / viability of proceeding with energy and water audits
- b. Conduct energy audits in buildings within an allocated region to establish an energy consumption baseline, prior to intervention;
- c. Supply, install, and operate equipment and technology to realise targeted and guaranteed energy consumption savings for buildings in the identified DPW regions for a duration of set period. The Contractor undertakes as soon as is practical to install equipment (which shall include energy management equipment and new equipment replacing old equipment) and to make adjustments to the systems in the facilities with a view to achieving a saving in the maximum demand for electricity (kVA), the consumption of electricity (kWh), coal, oil and other energy carriers. Such services and equipment shall be supplied and installed by the Contractor free of charge to the Employer;
- d. Provide service and technology offering which will be limited to saving energy consumption of the building structure and equipment supporting operations in the building, per region, and may or may not include renewable energy measures;
- e. Provide technology, management, and maintenance to realise energy savings;
- f. Report, liaise with clients, and engage with local municipality in relation to the contract;
- g. Facilitation of meetings with Client Departments shall be the responsibility of the Employer, which would include assisting with facilitating meetings with local municipality in instances where the Contractor may have challenges in this regard;
- h. Provide dedicated staff for purposes of offering an efficient service to the Department;
- i. Promote EPWP through skills transfer and creation of job opportunities to youth and women;
- j. Provide training and workshops on set bases to staff members as part of skills development and energy efficiency advocacy;
- k. Undertake Energy Efficiency interventions immediately after completion, acceptance and approval of the baseline;

- I. Undertake proposed renewable energy projects which may be instructed by the Employer.

1.7.7 Deliverables

Main deliverables by the *Contractor*:

- a. Operation and management of Shared Energy Savings contract/s as instructed by Task Order;
- b. Carry out identified operationally related tasks that would be agreed to between the
- c. Employer and the Contractor during the duration of the contract;
- d. Determination of baseline to provide for savings estimates. A baseline shall be finalised for each intervention instructed by Task Order within the period stipulated in the Task Order;
- e. Development of monthly reports on achieved savings with opportunities and challenges thereto;
- f. Maintenance of installed equipment and technology;
- g. Establishment of communication with local municipalities and Eskom for effective service provision;
- h. Provision of project management for teams responsible for implementation of Shared Energy Savings contracts;
- i. Implementation of identified energy efficiency interventions subject to feasibility assessment, within the boundaries of the contract terms;
- j. Compiling reports and Energy Efficiency Management plans over agreed periods;
- k. Skills transfer to officials of the Department; and
- l. Creation of Job opportunities for youth and women.

1.7.8 Calculation of baseline consumption

- a. For all facilities, sites and buildings upon which possible interventions can be implemented, a consumption baseline will need to be established in terms of which cost savings will be calculated post the Contractor's intervention. The method by which the baselines will be calculated is clearly set out in terms of the International Performance Measurement and Verification Protocol (IPMVP) Core Concepts 2014. Unless other methods as spelled out in the IPMVP Document prove to be more accurate or feasible, the baseline consumption shall be calculated as the average of actual energy consumption over the 36 months period prior to the commencement date of the contractual Task Order agreement;
- b. This baseline consumption shall be applicable for the duration of the contract period, subject to baseline adjustments agreed upon between the Employer and the Contractor;
- c. For the purpose of accurate baseline adjustments calculations, it is recommended that data relating to baseline conditions is recorded at the time of calculating baselines e.g. per capita usage, per square meter usage, audit of operating equipment and operating hours etc;
- d. Baselines are to be agreed upon and signed off by the Employer or appointed Employer representative prior to the installation of energy saving equipment and baseline adjustments made during the contract period are to be highlighted to the Employer each month.

1.7.9 Calculation of savings

- a. In addition to actual monthly savings as contemplated above, the concept of "savings" shall also include the identification and recovery or other recoupment of amounts incorrectly charged by, or paid to, or consumed by, an electricity service provider and/or other third parties;
- b. Include amounts incorrectly charged or paid before and during the contract period, and provided that the Employer's claim in respect thereof has not prescribed at the time that the Contractor brings such recovery claim to the attention of the Employer;

- c. These will include amounts incorrectly charged or paid before and during the contract period, and provided that the Department's claim in respect thereof has not prescribed at the time that the Contractor brings such recovery claim to the attention of the Department;
- d. For the sake of convenience the parties will refer to the Department's right to claim recovery, rectification of account, set-off, credit or other form of recoupment as a "refund";
- e. A saving constituting a refund shall be calculated as equivalent to the amount of the
- f. Employer's claim for such refund;
- g. A saving comprising a refund shall be deemed to have been achieved by the Employer if:
 - i. The *Employer* received payment of such refund; or
 - ii. The *Employer* has delivered a legitimate invoice in respect of such refund; or
 - iii. The *Employer's* account is adjusted in favour of the *Employer* to reflect such claim; or
 - iv. The *Employer* becomes entitled in law to set-off such claim against any amount otherwise payable to a third party.
- h. The Contractor's participation in respect of any saving comprising a refund occurs only when such refund is achieved as set out above. The Contractor shall generate an invoice in respect of each refund achieved, and which invoice shall set out, or the attachments to such invoice shall set out, the relevant information clearly reflecting the basis and calculation of such refund saving.

1.7.10 Duration of Task Order agreements

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

1.7.11 Project management

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

- h. Reports and data shall be shared with an appointed independent Measuring and Verification (M&V) company for M&V purposes, where so instructed by the Employer.

1.7.12 Reporting lines within each project

- a. Each project is expected to produce an overall reduction in Active Energy (kWh) use. In order to assess the performance of the project, the Contractor is required to provide a monthly progress report to the Employer itemising:
 - i. Progress achieved to date;
 - ii. Energy management plans for site;
 - iii. Projected savings per building in terms of kWh, kVA and Rands;
 - iv. Actual savings achieved per building in terms of kWh, kVA and Rands;
 - v. Overall % kWh saved per month and per annum;
 - vi. The *Contractor* shall report directly to the *Employer's* representative assigned to that Task Order;
 - vii. The *Contractor* shall prepare and present quarterly reports to the *Employer*; and
 - viii. The *Contractor* shall include job opportunities and enterprise development created on quarterly reports. Skills development and job creation shall be in line with EPWP job creation principles during the contract period.

1.7.13 Expected outputs

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

1.7.14 Expected outcomes

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

1.7.15 Additional obligations of the Employer

- a. The *Employer* will provide the *Contractor* with all relevant, available data and information that is necessary to perform services under this agreement. This data and information will be provided in a timely manner in accordance with agreed upon timeframes and will be accurate and complete;
- b. The *Employer* will ensure that the *Contractor* is provided with the necessary access to buildings within the specified Task Order;
- c. The *Employer* will avail a project manager to assist the *Contractor* in sourcing

documentation and information, as well as assisting the *Contractor* in business specific queries arising from the work performed by the project team;

- d. The *Employer* shall make staff available for workshops, meetings and skills training;
- e. The *Employer* shall arrange workshops with other regions as part of encouraging ongoing engagement and improvements on energy efficiency;
- f. The *Employer* staff will provide the *Contractor* with relevant data sets to perform services under this agreement, including the relevant business processes, procedures, etc.
- g. The *Employer* shall process payments against achieved savings, verifiable through independent Measurement and Verification (M&V) and
- h. Provide relevant policies regulations and legislation to the *Contractor*.

1.7.16 Additional obligations of the Contractor

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

1.7.17 Accounts, records and payments

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

the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

1.7.18 Delays in the Contractor's performance

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

1.7.19 Ownership of documents and copyright

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

1.7.20 Infringement of patent rights

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

1.7.21 Warranties by Contractor

The *Contractor* hereby warrants that:

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

1.7.22 Warranties by Employer

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

1.7.23 Guarantee

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

1.7.24 Changes in climatic conditions

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

1.7.25 Equipment used for installation, including hoisting equipment

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

1.7.26 Use and removal of furniture

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

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

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

1.7.28 Sale of buildings/facilities

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

- a. The agreement shall be taken over by the new owner; or
- b. The agreement pertaining to the building sold shall be terminated by the *Employer* and the *Contractor* shall be compensated for the unexpired portion of the agreement which shall be upon the savings achieved for the year immediately preceding such event, calculated in an agreed manner, and shall be escalated at the prevailing annual average consumer price index per annum for the unexpired portion of the said agreement;

- c. Payment of such amount shall be made to the *Contractor* within thirty [30] days of the transfer of the immovable property and if not so paid shall bear interest as per the *conditions of contract*.

1.7.29 Cession and assignment

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

1.7.30 Confidentiality

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

1.7.31 Responsibility

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

1.7.32 The Contractor's supervision and key people

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

1.7.33 Default by Contractor

The *Contractor* shall be in default if he:

- a. Fails to commence with the energy management systems as submitted in a Task Order quotation and accepted by the *Employer*;
- b. Fails to proceed with the energy management systems with due diligence or to complete the energy management systems in accordance with stated requirements;

- c. Stops, abandons or suspends the energy management systems before completion; or
- d. Refuses or neglects to comply strictly with any of the *conditions of this contract* or the Task Order agreement or any legitimate instructions given in terms of the contract;
- e. Fails to achieve the estimated percentage savings target as submitted in the Task Order agreement over the duration of the Task term.

1.7.34 Waiver

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

1.7.35 Final report

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

1.7.36 Example of Shared Energy Saving calculation

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

- a. Baseline energy consumption for base month January = **80 000 kWh**
Maximum demand for base month January (actual consumption figures) = **450 kVA**
Actual energy consumption figures after energy savings implementation= **60 000 kWh**
Actual maximum demand for base month January = **350 kVA**
- a. *Rates*
Electricity consumption = **R1.50 / kWh**
Maximum demand = **R35.00 / kVA**
- b. Calculation of costs
The comparative base month costs are calculated as follows:

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

The actual costs for January are calculated as follows:

Energy cost:	60 000kWh x R1.50/kWh =	R 90 000.00
Maximum demand cost:	350kVA x R35.00/kVA =	<u>R 12 250.00</u>
Total cost:		R102 250.00
- c. Sharing of the savings
Total saving: R135 750.00 – R102 250.00 = R 33 500.00
Assume 50% / 50% tendered saving split between *Employer* and *Contractor*
50% Contractor's share = R 16 750.00

1.8 The Water Efficiency service

(Water Conservation and Water Demand Management or WCWDM)

1.8.1 Objective

The objective of this process is to put in place Integrated Shared Water Savings Contracts (per Task Order). The performance of the new Integrated Shared Water Savings Contracts is expected to improve water efficiency in each of the identified facilities, through a combination of technological and other interventions. Water saving activities to be included in this contract, but not limited to the following (as instructed by Task Order):

- a. Sectorisation of Water Supply Networks (aimed at improved operational control, where applicable);
- b. Flow and pressure logging;
- c. Pressure management;
- d. Active leak detection;
- e. The inspection and replacement where necessary of water meters;
- f. Leak reduction on provincial facilities;
- g. Pipe replacement;
- h. *Employer* personnel behaviour change programmes;
- i. Training of *Employer's* or other officials and hand-over;
- j. Community awareness and education (where applicable).

1.8.2 Regulatory compliance

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

1.8.3 Calculation of baseline Water consumption

- a. For all facilities, sites and buildings upon which possible interventions can be implemented, a water consumption baseline will need to be established in terms of which cost savings will be calculated post the Contractor's intervention. The method by which the baselines will be calculated is clearly set out in terms of the International Performance Measurement and Verification Protocol (IPMVP) Core Concepts 2014. Unless other methods as spelled out in the IPMVP Document prove to be more accurate or feasible, the baseline consumption shall be calculated as the average of actual energy consumption over the 36 months period prior to the commencement date of the contractual Task Order agreement;
- b. This baseline water consumption shall be applicable for the duration of the contract period, subject to baseline adjustments agreed upon between the *Employer* and the Contractor;
- c. For the purpose of accurate baseline adjustments calculations, it is recommended that data relating to baseline conditions is recorded at the time of calculating baselines e.g. per capita usage, per square meter usage, audit of operating equipment and operating

- hours etc;
- d. Baselines are to be agreed upon and signed off by the *Employer* or appointed *Employer* representative prior to the installation of energy saving equipment and baseline adjustments made during the contract period are to be highlighted to the *Employer* each month.

1.8.4 Calculations of Shared Water Savings

- a. The principle underlying the payment of the Shared Water Savings is that the *Employer* shall pay the *Contractor* the tendered shared savings percentage for the Efficiency Gain enjoyed by the *Employer* by virtue of the *service* provided to it by the *Contractor*, subject to a Shared Savings limit. These terms are defined below.
- b. In addition to actual monthly savings as contemplated above, the concept of "savings" shall also include the identification and recovery of amounts, incorrectly charged by, or paid to, or consumed by, a service provider and / or other third parties. These include amounts incorrectly charged, or paid, *before and during* the contract period, and provided that the *Employer's* claim in respect thereof has not prescribed at the time that the *Contractor* brings such recovery claim to the attention of the *Employer*;
- c. For the sake of convenience, the parties will refer to the Department's right to claim recovery, rectification of account, set-off, credit or other form of recoupment as a "refund";
- d. A saving comprising a refund shall be deemed to have been achieved by the *Employer* if:
- The *Employer* received payment of such refund; or
 - The *Employer* has delivered a legitimate invoice in respect of such refund; or
 - The *Employer's* account is adjusted in favour of the *Employer* to reflect such claim; or
 - The *Employer* becomes entitled in law to set-off such claim against any amount otherwise payable to a third party.
- e. The Contractor's participation in respect of any saving comprising a refund occurs only when such refund is achieved as set out above. The Contractor shall generate an invoice in respect of each refund achieved, and which invoice shall set out, or the attachments to such invoice, shall set out the relevant information clearly reflecting the basis and calculation of such refund saving.
- f. The unique identification numbers of the bulk meters that are used for calculating the shared water savings are recorded in the Task Order.
- g. The **Water Savings** means the achieved decrease in water supplied to the facility, represented by the difference between the Baseline Consumption and the Actual Measured Consumption, accruing in favour of the *Employer*, and measured in kilolitres, resulting in water reduction and / or financial savings for the *Employer*.
- h. The **Shared Water Savings rate** is the percentage tendered by the *Contractor* (tendered percentages in the Price List) due to the Water Saving, and is to be used in calculating the Shared Water Savings due to the Contractor.
- i. The Shared Savings payable to the Contractor shall be calculated as follows:
- $$\text{Shared Water Savings} = \text{Shared Water Savings \%} \times \text{Total water savings}$$
- j. **Actual Measured Volume** means the actual or real volume of water supplied to the Supply Zone in each month of the Task Order agreement term, as measured monthly at the identified bulk meters.
- k. The **Efficiency Gain** is the Water Savings expressed as a percentage of the Baseline Consumption.
- $$\text{Efficiency Gain} = (\text{Water Savings} \div \text{Baseline Consumption}) \times 100$$
- l. The **Expected Efficiency Gain** is the percentage saving in bulk water supply which is considered to be reasonably achievable through the course of this contract and is used for determining the offered total of the prices and for evaluating tender offers. The Expected Efficiency Gain is recorded in the Task Order.
- m. The **Shared Water Savings Minimum Threshold** is the *minimum* efficiency gain measured in percentage terms, below which no shared savings is payable. It is specified in the Task Order as the percentage saving (actual water supply versus predicted Baseline Volume). The *Contractor* shall not be entitled to the payment of a shared

savings where the Efficiency Gain does not exceed the Shared Water Savings Minimum Threshold.

- n. The *Contractor* shall have the Bulk Meters tested by an independent agent approved in accordance with SANS 1529 at the Task Order starting date and at least once every 12 (twelve) months during the Task Order agreement period, and if necessary, re-calibrated or replaced. The cost of doing so will be recoverable by the *Contractor* from the *Employer* as a reimbursable item.
- o. In order to assist the *Employer* to monitor the Efficiency Gain which the *Contractor* has achieved, and to enable the *Employer* to calculate the Shared Water Savings, the *Contractor* shall provide the *Employer* with a monthly written report in an agreed format no later than the fifth working day of each month, in respect of the previous month. This report shall record the Bulk Meter readings and any downstream municipal Zone Meters or Pressure Reducing Valve (PRV) bulk meters. The accuracy of this report in all material respects will be confirmed by the *Employer's* Representative.
- p. The Efficiency Gain calculations shall be included with all monthly payment certificates.

1.8.5 Material changes to water supply and consumption

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

1.8.6 Special conditions relating to the operation of water savings devices

- a. **Water Savings Device** means a Pressure Reducing Valve (PRV), water meter or other installation installed by the *Contractor* with the purpose of conserving water or reducing water demand. Any such devices installed during the course of this contract shall become the property of the *Employer* after the completion of the Task Order agreement.
- b. **Operational Certificate** means the certificate signed by a competent professional and the *Employer* evidencing that the critical elements of the Water Savings Device have been successfully installed, commissioned and tested, and can be operated for the purpose of the Water Savings Device Operating Services.
- c. **Operational Date** means the date stipulated in the Operational Certificate as the date on which the Water Savings Device, including Pressure Reducing Valves, will be ready for operation and from which date the *Contractor* will provide the Water Savings Device Operating Services.
- d. **Water Savings Device Operational Period** means the period commencing on the Operational Date and ending on the date during which the Water Savings Device Operating Services are provided.

- e. The Water Savings Device Operational Period shall not be less than the Minimum Water Savings Operational Period as recorded in the Task Order.
- f. **Minimum Water Pressure** means the minimum water pressure measurement (in bars and in a range of between 0.5 and 1.5) at the critical point in any Zone as specified in the Site Information of the Task Order.
- g. Prior to commissioning, the *Contractor* shall provide a commissioning procedure manual, a maintenance plan, a standard operating procedures, and procedures for emergency action in relation to ANY Water Savings Device.
- h. The *Contractor* shall give at least 2 (two) weeks' notice to the Employer of their intention to install and test and commission the Water Savings Device, and shall meet with the Employer in order to review the commissioning procedure and to plan the testing and commissioning so as to cause the least possible interruption to the provision of Water Services in the Supply Zone.
- i. The *Contractor* shall conduct a thorough and systematic performance test of each of the electrical, mechanical, hydraulic and electronic elements of the installed Water Savings Device which enable provision of the *service*, in accordance with the commissioning procedures specified by the *Contractor* prior to Commissioning.
- j. The *Contractor* shall in all cases, provide prior notice to the *Employer* of any scheduled Water Savings Device commissioning or performance test(s) and the *Employer's* Representative shall be present at all such tests.
- k. The *Contractor* shall, at their own cost, have any Water Savings Device tested in a facility accredited for this purpose, by an independent agent approved in accordance with SANS 1529 at least once every 12 (twelve) months during the Operational Period, and if necessary, re-calibrated or replaced. The *Contractor* shall ensure that they obtain a report setting out the results of the test from the third party, and shall provide this report to the *Employer* at the Review Meeting immediately following each test.
- l. The *Employer* shall facilitate adequate access to the site for the *Contractor* from the Operational Date for the purposes of providing the Water Savings Device Operating Services.
- m. The *Contractor* shall endeavour to ensure that the Minimum Water Pressure is maintained throughout the Supply Zone for the Operational Period and the *Contractor* must give the *Employer* 14 days' notice of any planned reduction or increase in water pressure from the Minimum Water Pressure and the actions to be taken to recover the Minimum Water Pressure.
- n. During the Water Savings Device Operational Period the *Contractor* shall carry out services, repairs, and adjustments to the Water Savings Device installed in terms of the Task Order agreement in accordance with the maintenance procedures.
- o. For the duration of the Operational Period, the *Contractor* shall notify the *Employer* in writing at least 2 weeks in advance of any maintenance, upgrade or replacement events planned by the *Contractor* which will affect the Water Services System. The notice shall state the time of the planned event, the nature of the event and the expected impact on the Water Services System and delivery of Water Services. The *Employer* shall be entitled, in the exercise of its reasonable discretion, to require the *Contractor* to revise the planned events if, in the reasonable view of the *Employer*, the planned events will cause the *Employer* to breach any provision of any Regulatory Provisions in relation to the provision of Water Services, or to interrupt the provision of Water Services for an unacceptably long period.
- p. For the duration of the Operational Period, the *Contractor* shall use its best efforts to notify the *Employer* within 2 hours after the *Contractor's* actual knowledge and occurrence of malfunction in the operation of a Water Savings Device that might materially impact upon the water consumption or supply in the Supply Zone, and shall take such steps to rectify the malfunction as may be necessary, without delay.
- q. The *Contractor* shall notify the *Employer* within 2 hours upon its having actual knowledge of any event or circumstance affecting the Water Services System which does or which may result in malfunction of a Water Savings Device. The *Employer* shall respond or cause its nominee to respond within 2 hours and shall promptly proceed with corrective measures at its own cost.
- r. The *Contractor* shall at all times during the Operational Period have the right to adjust, upgrade and replace any Water Savings Device, revise any procedures for the operation of the Water Savings Device, provided that:

- i. The *Contractor's* action does not cause the *Employer* to breach any regulation regarding the provision of Water Services;
 - ii. such modifications or additions to, or replacement of a Water Savings Device, and any operational changes, or new procedures are necessary to enable the *Contractor* to achieve appropriate water pressure management in the Supply Zone; and
 - iii. any cost incurred relative to such modifications, additions or replacement of a Water Savings Device, or operational changes or new procedures or new systems shall be borne by the *Contractor*.
- s. The Completion Certificate for the sectional completion of any Water Savings Device shall not be signed until the end of the Operational Period and not before the transfer of the responsibility for the operation and maintenance of the Water Savings Devices, and related equipment, software, training materials, operating manuals and documents by the *Contractor* to the *Employer* such that the *Employer* is able to continue to operate the Water Savings Device.
 - t. Prior to signing of the installation Completion certificate, a competent professional shall with the assistance of the *Contractor* conduct a thorough and systematic performance test of each element and total system of the Water Savings Device in accordance with the commissioning procedures in order to ensure that the Water Savings Device are in good working order and condition, and will meet the Water Savings Device warranties.

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

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

1.8.8 Duration of Task Order Agreements

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

1.8.9 Additional obligations of the Employer

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

1.8.10 Additional obligations of the Contractor

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

1.8.11 Accounts, records and payments

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

- e. Final account and final payment for Task Orders:
- i. The *Contractor* cooperates with the *Employer* in the preparation of the final account by timeously supplying all relevant documents on request, upon the Task Completion Date.
 - ii. The *Employer* submits the final account to the *Contractor* within 18 (eighteen) weeks;
 - iii. The *Contractor* gives written acceptance of the final account within 9 (nine) weeks of receipt thereof. On acceptance the *Employer* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
 - iv. If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 9 (nine) week period (or such an extended period as the *Employer* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Employer* within 1 (one) week of the end of such period;
 - v. The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the *service*;
 - vi. The *Employer* concurrently issues with the final payment certificate, a statement to both the *Employer* and *Contractor* showing the total amount of tax certified;
 - vii. The *Employer* pays to the *Contractor* the amount certified for payment in the final payment certificate within 4 (four) weeks of the date of issue of the final payment certificate, subject to the *Contractor* giving the *Employer* a tax invoice for the amount due;
 - viii. Where the final payment certificate reflects an amount in favour of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

1.8.12 Delays in the Contractor's performance

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

1.8.13 Ownership of documents and copyright

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

1.8.14 Infringement of patent rights

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

1.8.15 Warranties by Contractor

The *Contractor* hereby warrants that:

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

1.8.16 Warranties by Employer

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

1.8.17 Guarantee

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

1.8.18 Equipment used for installation, including hoisting equipment

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

1.8.19 Use and removal of furniture

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

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

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

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

1.8.21 Sale of buildings/facilities

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

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

1.8.22 Cession and assignment

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

1.8.23 Confidentiality

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

1.8.24 Responsibility

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

1.8.25 The Contractor's supervision and key people

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

1.8.26 Default by Contractor

The *Contractor* shall be in default if he:

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

1.8.27 Waiver

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

1.8.28 Final report

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

1.8.29 Example of Shared Water Savings Calculations:

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

Baseline water consumption for January = 1 500 kl

Actual water consumption for January after implementation of water saving measures = 1 100 kl

Savings in water consumption = 1 500 – 1 100 kl

= 400 kl

Water charge = R 21.00 / kl

Total water savings = 400 kl x R 21.00 / kl

= R 8 400.00

Tendered maximum % shared savings for Water = 50%

50% Contractor's share = 50% of = R 8 400.00

= R 4 200.00

50% Employer's portion = 50% of R 8 400.00

= R 4 200.00

1.9 Other services

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

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2. List of drawings, schematics & annexures

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

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

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3. Specifications, standards and workmanship

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

Standard Specifications

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

Project specifications

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

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

Accreditation, qualifications and work experience

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

3.1 Energy Efficiency Services

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

- 3.1.1 The latest issue of SANS 10142; "Code of Practice for the Wiring of Premises";
- 3.1.2 The Occupational Health & Safety Act, Act 85 of 1994 as amended;
- 3.1.3 The Machinery and Occupational Safety Act No. 6 of 1983 as amended;
- 3.1.4 The municipal by-laws and any special requirements of the Local Supply Authority;
- 3.1.5 The local fire regulations;
- 3.1.6 The National Building Regulations and Building Standards Act 1977 [Act 103 of 1977] as amended, and
- 3.1.7 The SABS Code of Practice for the Application of the National Building Regulations SABS 0400 – 1990.

3.2 Water Efficiency Services

The following SANS 1200 standards will apply:

3.2.1	SANS 1200 A - 1986:	General
3.2.2	SANS 1200 AB - 1986:	Engineer's Office
3.2.3	SANS 1200 C - 1980 (19 May 1982):	Site Clearance
3.2.4	SANS 1200 D - 1988 (amended 1990):	Earthworks
3.2.5	SANS 1200 DB - 1989:	Earthworks (pipe trenches)
3.2.6	SANS 1200 G - 1982:	Concrete structural
3.2.7	SANS 1200 HA - 1990:	Structural steelwork (sundry items)
3.2.8	SANS 1200 L - 1983:	Medium pressure pipelines
3.2.9	SANS 1200 LB - 1983:	Bedding (pipes)

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

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

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Service Information

4. Constraints on how the Contractor Provides the Service

Providing the Service is subject to the following constraints:

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

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

4.2 Occupational Health & Safety on site

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

representative shall at all times be entitled to make such enquiry.

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

4.3 Supervision, discipline and reporting

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

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

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

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6. Services and other things provided by the *Employer*

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

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7. Property affected by the service

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

DPW facilities

Facility Id	Facility Name	Facility Type Name	PA StreetNo	PA Street Name	Town Name
	HEAD OFFICE:				
ZN25157	OFFICES - PUBLIC WORKS - 191 PRINCE ALFRED STREET- PMBURG	OFFICES	191	PRINCE ALFRED STREET	PIETERMARITZBURG
	ETHEKWINI REGION:				
ZN25023	OFFICES - PUBLIC WORKS - REGIONAL OFFICE - MAYVILLE	OFFICES	455A	JAN SMUTS HIGHWAY	DURBAN
	<u>District Office -</u>				
ZN25217	OFFICES - PUBLIC WORKS KWADUKUZA DISTRICT OFFICES- STANGER TOWNVIEW/BALCOMB RD	OFFICES	N/A	BALCOMB / TOWNVIEW ROAD	STANGER
	<u>District Office -</u>				
ZN25909	OFFICES - ERF 2317 - REM OF PTN 1 - EXT 12 - ISIPINGO	OFFICES	3	PROSPECTON PLACE	DURBAN
	SOUTHERN REGION:				
ZN25165	OFFICES - PUBLIC WORKS - SOUTHERN REGION - PIETERMARITZBURG	OFFICES	10	PRINCE ALFRED	PIETERMARITZBURG
	<u>District Office - Harry Gwala</u>				
ZN51202	OFFICES - PUBLIC WORKS - SISONKE DISTRICT OFFICE	OFFICES	2	MARGARET STREET	IXOPO
	<u>District Office - Ugu</u>				
ZN25190	WORKS DISTRICT OFFICE - UGU	OFFICES	17	ANDREASSEN STREET	PORT SHEPSTONE
	<u>District Office - Umgungundlovu</u>				
ZN51554	OFFICES - PUBLIC WORKS - 18 PRINCE ALFRED STREET PMBURG	OFFICES	18	PRINCE ALFRED STREET EXT	PIETERMARITZBURG
	MIDLANDS REGION:				
ZN25261	OFFICES - LADYSMITH PUBLIC WORKS REGIONAL OFFICES	OFFICES	40	SHEPSTONE ROAD	LADYSMITH
	<u>District Office - Umzinyathi</u>				
ZN26299	OFFICES - HUMAN SETTLEMENT - DUNDEE	OFFICES	71	KARELLANDMAN	DUNDEE
ZN25147	DISTRICT OFFICES - NONDWENGU	OFFICES	N/A	N/A	VRYHEID
	<u>District Office - Amajuba</u>				
ZN51143	OFFICES PUBLIC WORKS - ERF 1308 NEWCASTLE	OFFICES	43	HARDWICK	NEWCASTLE

	<u>District Office - Uthukela District Office</u>				
ZN25089	OFFICES: PUBLIC WORKS UTHUKELA DISTRICT OFFICE - ERF 291 LADYSMITH	OFFICES	12	HYDE ROAD	LADYSMITH
	-				
	<u>NORTH COAST REGION:</u>				
ZN25228	OFFICES - LEGISLATURE AND ADMINISTRATION BUILDINGS - ULUNDI	OFFICES	1026	KING DINIZULU HIGHWAY	ULUNDI
ZN25229	OFFICES - ERF 231 - ADMINISTRATION COMPLEX - ULUNDI	OFFICES	N/A	KING DINIZULU HIGHWAY	ULUNDI
	<u>District Office - uMkhanyakude</u>				
ZN51389	UMKHANYAKUDE WORKS DISTRICT OFFICE - MKUZE PORTION 52 OF ERF 60 MKUZE	OFFICES	MAIN STREET	MAIN STREET	MKUZE
	<u>District Office - uThungulu</u>				
ZN26179	DISTRICT OFFICES - ERF 1909 - RICHARDS BAY	OFFICES	N/A	N/A	RICHARDS BAY
	<u>District Office - Zululand</u>				
ZN52071	PUBLIC WORKS DISTRICT OFFICES - ESHOWE	OFFICES	03	DLINZA STREET	ESHOWE
	<u>District Office -</u>				
ZN25061	DISTRICT OFFICES - INKANYEZI	OFFICES	N/A	BISHOP STREET	ESHOWE
	<u>District Office -</u>				
ZN25201	DISTRICT OFFICES - MTUNZINI	OFFICES	N/A	BLOCK H ESIKHAWINI	RICHARDS BAY
	<u>District Office -</u>				
ZN51347	PUBLIC WORKS DISTRICT OFFICES - ERF 614 - VRYHEID	OFFICES	294	BOEREN STREET	VRYHEID

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

Service Information

SCHEDULE 13: Service Information required from Contractor

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

KEY PEOPLE				
NAME	JOB	RESPONSIBILITIES	QUALIFICATIONS	EXPERIENCE

(Append separate page if not enough space)

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

Service Information

SCHEDULE 14: Amendments by Contractor

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

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

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

PAGE / ITEM	CLAUSE / DESCRIPTION

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

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT

Service Information

SCHEDULE 15: Contractor's schedule of subcontractors

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

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

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

AUTHORISED SIGNATURE

Date:.....

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

NEC3 Standalone TSSC3

Please initial: Tenderer & Witness..... Employer & Witness..... Page 107 of 110

KWAZULU-NATAL GOVERNMENT

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Service Information

SCHEDULE 16: Contractor's Safety, Health and Environmental Declaration

The Client, in terms of the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations, has a responsibility to ensure that all work performed as a result of this tender being awarded, is conducted in line with the applicable legislative requirements.

The Client also has to ensure that the *Contractor* has the necessary competencies and resources to carry out the work safely, in accordance with the *Occupational Health and Safety Act, Act 85 of 1993*, Construction Regulations of February 2014, and all other applicable legislative requirements. In line with this requirement, the *Contractor* is required to read through this document carefully, sign it and submit it with his/her Tender.

1. I hereby confirm that I have the necessary competencies and resources so as to ensure that all work performed by Myself, Employees, or any other persons appointed by me, will be in line with the Occupational Health and Safety Act, Act 85 of 1993, and all other applicable legislative requirements.
2. I confirm that I may not commence with work on site, unless being given express permission, *per Task Order*, to do so in writing, by the designated Departmental Safety, Health and Environmental Practitioner
3. I hereby confirm that due to the nature of this tender, the scope of work will not be defined at the time of the tender being awarded. When the scope of work has been defined *per Task Order*, the Departmental Safety, Health and Environmental Practitioner will require one of the following documentation to be submitted for approval before granting in writing, permission to proceed with work:
 - 3.1. A signed Section 37.2 agreement, if the agreed scope of work does not comply with the definition of "Construction work", as defined by the Construction Regulation of 2014; or
 - 3.2. If the agreed scope of work complies with the definition of construction work, as defined by the Construction Regulations of 2014, the submission and approval of a Safety, Health and Environmental Plan, based on the Client's Health and Safety Specification, as required by the Construction Regulations of 2014.
4. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations 2014, and accept that my tender will be rejected.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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

NEC3 Standalone TSSC3

Please initial: Tenderer & Witness..... Employer & Witness..... Page 108 of 110

KWAZULU-NATAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

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Task Order

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

This Task Order is issued in accordance with Clause 14.6 of the NEC3 Term Service Short Contract (TSSC), September 2013.

Task Order No (to be assigned by Project Leader)

To (Contractor)

I propose to instruct you to carry out the following Task

Description

Starting date

☐

CIDB Registration verified (Tick)

Completion date

☐

WCSD/CSD Registration verified (Tick)

Intervention Completion Date

Delay damages per week R.....

Please submit your quotation and programme proposals below.

Signed on behalf of *Employer* Date

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

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

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

The programme for the Task is (attached)

Signed on behalf of *Contractor*:

Signature Name Date

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

Signed by delegated authority on behalf of *Employer*:

Signature Name Date

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

Signature Name Date

**KWAZULU-NATAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS**

**ZNT08/21/22: KWAZULU-NATAL PROVINCE: ALL DISTRICTS: ENERGY AND WATER EFFICIENCY
SERVICES FOR VARIOUS PROVINCIAL FACILITIES: 3-YEAR TERM SERVICE AGREEMENT**

Appendix: Drawings, schematics & annexures

There is no Appendix to this document.